

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

-----X	
In re	) Chapter 11
	)
CONTINENTAL AIRLINES, INC.,	) Case No. 90-932 & 90-933 (MFW)
<i>et al.</i>	)
	) Jointly Administered
	)
Debtor.	)
-----X	
	)
RAMON E. O'NEILL	) Civil Action No. 06-568 (SLR)
BROWNIE N. INMAN	) Civil Action No. 06-569 (SLR)
J. TRIGG ADAMS	) Civil Action No. 06-570 (SLR)
	)
Appellants,	) Consolidation pending <sup>1</sup>
	)
v.	)
	)
	) <b>Objections due: October 10, 2006</b>
CONTINENTAL AIRLINES, INC., <i>et al.</i>	)
	)
Appellees,	)
	)
-----X	

**MOTION OF APPELLEE CONTINENTAL AIRLINES, INC. FOR AN ORDER (I)  
DISMISSING APPEALS, (II) AWARDING DAMAGES PURSUANT TO  
F.R.A.P. 38 AND BANKRUPTCY RULE 8020, AND (III) ENJOINING APPELLANTS**

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Dated: September 29, 2006

<sup>1</sup> On September 21, 2006, Continental filed a motion to consolidate these appeals.

Continental Airlines, Inc. (“Continental”), as an appellee herein, hereby moves this Court for an order (i) dismissing the above-captioned appeals (collectively, the “Appeals”), (ii) determining that the Appeals are frivolous, (iii) awarding damages to Continental in accordance with Rule 38 of the Federal Rules of Appellant Procedure (the “F.R.A.P.”) and Rule 8020 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and (iv) enjoining the appellants. In support of the Motion, Continental respectfully states as follows:

### **PRELIMINARY STATEMENT**

Industrial pioneer Henry Ford’s most famous and oft-cited quote is “Failure is the opportunity to begin again more intelligently.” The appellants seem to have heeded a tortured version of this famed advice and used their failures as an opportunity to begin again. As this Court recognized the first time it adjudicated these issues in the appellants’ prior appeals, “[t]he underlying dispute has a long and convoluted procedural history.” *Adams v. Baldrige (In re Continental Airlines, Inc.)*, Civil Action No. 02-484 (SLR), at 2 (D. Del. March 31, 2003). So convoluted, in fact, that the appellants have come full circle: they lost in the United States Bankruptcy Court (the “Bankruptcy Court”) in January 2002; lost before this Court in March 2003; lost before the United States Court of Appeals for the Third Circuit (the “Circuit Court”) in March 2004; and had their petitions for *writ of certiorari* denied by the United States Supreme Court in December 2004. And here they are again, attempting to litigate the very same issue as if the nearly three years of appellate practice – at a cost of tens of thousands of dollars to Continental – never happened. The appellants’ actions are nothing short of harassment and must be stopped.

### **BACKGROUND**

The background of this dispute has been stated with varying degrees of specificity in a number of reported and unreported opinions of the Bankruptcy Court, this Court and the Circuit Court. See *Air Line Pilots Association v. Continental Airlines, LLP Claimants (In re Continental*

*Airlines, Inc.*), 125 F.3d 120, 124 (3d Cir. 1997) (“*Continental I*”); *In re Continental Airlines, Inc.*, 236 B.R. 318 (Bankr. D. Del. 1999), *affirmed by Eastern Pilots Merger Committee v. Continental Airlines*, 1999 U.S. Dist. LEXIS 23029 (D. Del. 1999), *affirmed by In re Continental Airlines, Inc.*, 279 F. 3d 226, 231-32 (3d Cir. 2002) (“*Continental II*”). This Court’s prior adjudication of the appellants’ appeals characterized those appeals as “legally incorrect,” “untenable,” “moot,” and in the case of appellant Inman, untimely. *See Adams v. Baldridge*, C.A. No. 02-484 (D. Del. March 31, 2003) *rehearing denied*, April 28, 2003; *O’Neill v. Baldridge*, C.A. No. 02-375 & 02-479 (D. Del. March 31, 2003) *rehearing denied*, April 28, 2003; *Inman v. Baldridge*, C.A. No. 02-399 & 02-490 (D. Del. March 31, 2003). And most recently, in a still further perpetuation of related litigation by the appellants’ former colleagues who formed yet another splinter group, the Eastern Pilots Merger Committee, Inc. (the “EPMC”), this Court recounted the background facts of this dispute before granting Continental’s appeal and characterizing the EPMC’s efforts as “futile,” “not laudable,” and “a waste of the assets of the estate, as well as a tremendous waste of judicial resources.” *In re Continental Airlines, Inc.*, 2004 U.S. Dist. LEXIS 26644, \*14-15 (D. Del. December 13, 2004).

In light of the Court’s familiarity with this dispute and its prior admonitions regarding the merits of the appellants’ efforts, Continental has limited the facts recited herein.

#### **The CBA, Eastern’s and Continental’s Bankruptcies and the Kasher Arbitration**

On February 23, 1986, Eastern Air Lines (“Eastern”) and the Air Line Pilots Association International (“ALPA”) ratified a collective bargaining agreement (the “CBA”). The CBA included certain Labor Protective Provisions (“LPPs”), that required, in the event of a merger, integration of Eastern’s pilot seniority list with those of the merged carrier. Shortly thereafter, Continental’s parent acquired Eastern. Believing that this acquisition constituted a merger, ALPA requested arbitration to integrate Continental’s and Eastern’s seniority lists.

Eastern filed for protection under chapter 11 of the Bankruptcy Code in March 1989 and proceeded to arbitration with ALPA in April 1991 (the “Kasher Arbitration”). In the months between Eastern’s chapter 11 filing and the April 1991 commencement of the Kasher Arbitration, Continental filed its own chapter 11 bankruptcy petitions.

**The ALPA/LPP Claimants Litigation and the Confirmation Order**

In September 1991, ALPA filed claims in Continental’s bankruptcy cases based upon, *inter alia*, an asserted right to seniority integration under the LPPs. In response, Continental filed an adversary proceeding seeking injunctive and declaratory relief contending that seniority integration was not feasible and that the claims represented nothing more than dischargeable general unsecured claims.

In February, 1993, the Bankruptcy Court entered orders finding that the equitable remedy of seniority integration constituted a dischargeable, general unsecured claim (the “February 1993 Orders”). On April 16, 1993, the Bankruptcy Court entered an order confirming (the “Confirmation Order”) Continental’s chapter 11 plan of reorganization which, among other things, enjoined the LPP arbitration. Both the February 1993 Orders and the Confirmation Order were appealed by ALPA and a group of former Eastern pilots referred to in the prior proceedings as the “LPP Claimants”. During the pendency of the appeals, a second group of former Eastern pilots – the EPMC – also appeared and participated in the appeal. Prior to a decision on the then-pending appeals, Continental and ALPA settled the LPP litigation (the “ALPA Settlement”).

This Court ultimately affirmed the Bankruptcy Court’s rulings in all respects, save for the Bankruptcy Court’s injunction of the arbitration proceedings. Continental and the LPP Claimants both appealed the District Court’s rulings to the Circuit Court, which affirmed the District Court rulings (namely, *Continental I*).



### **The Addington Group Litigation**

On or about October 23, 1998 – in contempt of the prior orders of, among others, this Court – a civil action styled *Doyle Addington, et al. v. Continental Airlines, Inc.*, Civil Action No. 98-4858 (MTB), was filed in New Jersey (the “New Jersey Action”) by a group of former Eastern pilots and the EPMC (collectively, the “Eastern Pilots”) seeking a declaratory judgment allowing the Eastern Pilots to (i) specifically enforce any award of seniority integration against Continental, and (ii) assert against Continental any damages arising from the collective bargaining agreement arising from and after the effective date of Continental’s confirmed Plan. On December 16, 1998, Continental sought and was awarded sanctions against the Eastern Pilots with respect to their contempt of the orders of, among others, this Court by filing the New Jersey Action. This Court subsequently affirmed the Bankruptcy Court’s ruling and the imposition of sanctions. *See Eastern Pilots Merger Committee v. Continental Airlines*, 1999 U.S. Dist. LEXIS 23029 (D. Del. 1999), as did the Circuit Court, *see Continental II*, 279 F. 3d at 231-32. The EPMC sought *certiorari* to the Supreme Court which was denied. *See Eastern Pilots Merger Committee v. Continental Airlines*, 123 S. Ct. 345 (2002).

### **The Baldrige Class Action**

On October 12, 1999, a group of LPP Claimants that did not accept the ALPA Settlement (the “Baldrige Class”) commenced a class action adversary proceeding in Continental’s chapter 11 cases styled *Baldrige v. Continental Airlines Holdings, Inc. (In re Continental Airlines, Inc.)*, Ch. 11 Case No. 90-932, Adv. No. A-99-412 (the “Baldrige Action”). The Baldrige Action essentially sought declaratory judgment as to whether the one-year cap set forth in section 502(b)(7) of the Bankruptcy Code governed the calculation of the LPP Claimants’ money damages related to their LPP claims, if any.

**A. Class Certification**

On October 26, 1999, the Baldridge Class filed a motion with the Bankruptcy Court seeking class certification (the “Class Certification Motion”). On December 13<sup>th</sup> and 14<sup>th</sup>, appellant Adams filed opposition papers to the Class Certification Motion. After conducting a hearing on notice, on February 3, 2000, the Bankruptcy Court issued its *Opinion on Motion for Class Certification and Order Granting Class Certification* (the “Class Certification Opinion”) certifying the Baldridge Class as a non-opt-out class. *Baldridge v. Continental Airlines Holdings, Inc. (In re Continental Airlines, Inc.)*, Ch. 11 Case No. 90-932, Adv. No. A-99-412 (Bankr. D. Del. February 3, 2000). The Bankruptcy Court’s Class Certification Opinion found that the requirements of Fed.R.Civ.P. 23(a) and (b)(2) had been satisfied and set forth specific findings of fact and conclusions of law in that regard. On July 10, 2001, the Bankruptcy Court entered an order clarifying the Class Certification Opinion which appellant Adams – over 4 months later – objected to on the basis that the Baldridge Class was underinclusive.<sup>2</sup>

**B. The Baldridge Settlement**

The Bankruptcy Court ruled on October 12, 2000, that the claims of the members of the Baldridge Class, if any, – including all three appellants – were limited by section 502(b)(7) of the Bankruptcy Code; a ruling that the Baldridge Class appealed. *See Baldridge v. Continental Airlines Holdings, Inc. (In re Continental Airlines, Inc.)*, Civil Action No. AP-00069 (D. Del. 2000). The parties thereafter settled and on October 16, 2001, the Baldridge Class filed a motion seeking preliminary approval of the settlement (the “Baldridge Settlement”). On or about November 26, 2001, notice of the Baldridge Settlement and the hearing scheduled thereon was sent to each Baldridge Class member, including all three appellants. Pursuant to the Baldridge

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<sup>2</sup> A copy of appellant Adams’ November 5, 2001 filing in this regard is attached hereto as Exhibit A.

Settlement, each individual LPP claimant would be entitled to an allowed general unsecured claim in an amount 2 to 3½ times each Baldridge Class member's former annual salary (the "Settled Claim Amount"). As a result, in every instance, without exception, the Settled Claim Amount far exceeded the one-year wage-cap the LPP claims would have been subject to pursuant to the Bankruptcy Court's October 12, 2000 opinion.<sup>3</sup>

Each of the appellants objected to the Baldridge Settlement.<sup>4</sup> In his written objection, appellant Adams specifically opposed the Baldridge Settlement on the grounds that not all class members were notified and/or that the Baldridge Class was underinclusive. *See, e.g.*, Exhibit B, at ¶ 2, p. 3 ("His failure to contact ANY of the 60-plus pilots not in his original lawsuit group...condemns his to nothing short of gross malfeasance, and, quite possibly, criminal intent to defraud..."). Neither appellants Inman or O'Neill directly raised the underinclusiveness of the Baldridge Class in their objections to the Baldridge Settlement.

At a hearing on January 31, 2002, to consider approval of the Baldridge Settlement and the appellants' objections thereto, appellant O'Neill personally appeared and argued the underinclusiveness of the class to the Court.<sup>5</sup> Following a lengthy presentation by Mr. O'Neill regarding class membership issue, the Bankruptcy Court expressly overruled all objections to the Baldridge Settlement, including the appellants'. *See id.* at p. 68 ("MR. BRADY: I did want to confirm that in approving the settlement, the Court is overruling all of the objections filed to the settlement. THE COURT: I am."); *id.* at p. 69 ("THE COURT: [B]ased on that and again my overruling the objections, I hereby enter the order approving the settlement agreement..."). At the

<sup>3</sup> As noted, *infra*, both this Court and the Circuit Court affirmed the Bankruptcy Court's conclusion that the Baldridge Settlement was fair in all respects. *See Adams v. In re Continental Airlines, Inc. (In re Continental Airlines, Inc.)*, No. 03-2376, at p. 7 (3d Cir. March 5, 2004) ("the Bankruptcy Court did not abuse its discretion in finding that the settlement was fair."); *O'Neill v. In re Continental Airlines, Inc. (In re Continental Airlines, Inc.)*, No. 03-2374 & 03-2375, at p. 8 (3d Cir. March 5, 2004) (same).

<sup>4</sup> A copy of the appellants' objections to the Baldridge Settlement are annexed hereto as Exhibits B through D.

<sup>5</sup> *See* Transcript of Hearing, *In re Continental Airlines, Inc.*, Ch. 11 Case No. 90-932, Adv. No. 99-412, at pp. 6-19; 24-30 (Bankr. D. Del. January 31, 2002), a copy of which is annexed hereto as Exhibit E.

conclusion of the January 31, 2002 hearing, the Bankruptcy Court entered its *Final Judgment and Order of Dismissal* (the “Settlement Order”) approving the Settlement Agreement.<sup>6</sup> The Settlement Order provides, in pertinent part, the following:

- a. Appellants are all members of the Baldrige Class (*see* Settlement Order, at ¶ 2);
- b. The Baldrige Class “shall be deemed to have released and forever discharged each and every Settled Claim which they, or any of them had, may have had, now have or have as of the Effective Date of the Settlement against the Release Parties.” (Settlement Order, at ¶ 6);
- c. “[T]he Class and anyone claiming through any of them will be forever barred and enjoined from commencing, instituting or prosecuting any action or other proceeding in any court of law or equity, arbitration tribunal or administrative or other forum directly, representatively or derivatively against any of the Released Parties as to any of the Settled Claims.” (Settlement Order, at ¶ 10).

In order to participate in the Baldrige Settlement, Baldrige Class members such as the appellants were required to file a claim form and release no later than April 3, 2002. None of the appellants did so.

### C. Post-Baldrige Settlement Litigation

#### I. Motion to Compel Appellant O’Neill’s Compliance

On February 12, 2002, appellant O’Neill appealed entry of the Settlement Order and, on February 19, 2002, filed a request with the Bankruptcy Court that his “appeal be put on hold until local counsel is retained and the arbitration in progress determines the class plaintiffs and award.”<sup>7</sup> In other words, notwithstanding the Baldrige Settlement, appellant O’Neill sought to recommence the Kasher Arbitration.<sup>8</sup>

<sup>6</sup> A copy of the Settlement Order is annexed hereto as Exhibit F.

<sup>7</sup> A copy of Mr. O’Neill’s February 19, 2002 filing is attached hereto as Exhibit G.

<sup>8</sup> As the Court is aware, the Circuit Court subsequently determined that “O’Neill’s right to arbitration has been mooted by the settlement.” *See O’Neill*, at p. 9.

On March 6, 2002, Continental filed its *Motion of Continental to Enforce Compliance with Court Order and Objection of Continental to Request for Extension of Deadline from Rule 8006* (the “Motion to Compel O’Neill”).<sup>9</sup> In the Motion to Compel O’Neill, Continental sought to compel appellant O’Neill to comply with the Settlement Order’s mandate and refrain from seeking to recommence the Kasher Arbitration. Continental additionally sought an order from the Bankruptcy Court “enforcing its Final Judgment and Order of Dismissal and confirming that O’Neill is enjoined from seeking an arbitration on any issue related to his LPP Claim.” Motion to Compel O’Neill, at ¶ 9. At the hearing to consider the Motion to Compel O’Neill, appellant O’Neill again personally appeared and raised, among other things, the alleged underinclusiveness of the Baldrige Class.<sup>10</sup> On May 2, 2002, the Bankruptcy Court entered an order granting the Motion to Compel O’Neill (the “Order to Compel”).<sup>11</sup> Specifically, the Order to Compel enjoined appellant O’Neill from perpetuating any proceeding to enforce the LPPs and from advising other Baldrige Class members to forego participating in the Baldrige Settlement based on appellant O’Neill’s allegations on appeal or otherwise.

## **II. Motion to Expand Class Membership**

On April 25, 2002, the Baldrige Class filed its *Motion of Class Action Plaintiffs for Finding that Newly Identified Former EAL Pilots are Members of the Class, for Entry of Order Requiring CAL to Fund the Settlement for the New Class Members, for 90 Day Extension of Time to Provide Notice and for Approval of Form of Notice* (the “Class Expansion Motion”).<sup>12</sup> As one might guess from the Marie de Sevigne-like title, the Class Expansion Motion sought a ruling that

<sup>9</sup> A copy of the Motion to Compel O’Neill is annexed hereto as Exhibit H.

<sup>10</sup> See Transcript of Hearing, *In re Continental Airlines, Inc.*, Ch. 11 Case No. 90-932, Adv. No. 99-412, at p. 20 (Bankr. D. Del. April 2, 2002), a copy of which is annexed hereto as Exhibit I (“Right now, I’ve got 1200 names that Mr. Myles refused to represent.”).

<sup>11</sup> A copy of the Order to Compel is annexed hereto as Exhibit J.

<sup>12</sup> A copy of the Class Expansion Motion, without exhibits, is annexed hereto as Exhibit K.

256 newly identified former Eastern pilots were members of the Baldrige Class and relief related thereto. In the Class Expansion Motion, the Baldrige Class outlines in painstaking detail the measures taken to ensure that every potential member of the Baldrige Class was identified. *See* Class Expansion Motion, at ¶¶ 5-7.<sup>13</sup> On June 14, 2002, over Continental's objection, the Bankruptcy Court granted the relief requested in the Class Expansion Motion and permitted several hundred more former Eastern pilots to be included in the Baldrige Class.

#### **D. Appellants' Prior Appeals**

##### ***I. Appellant Inman's Prior Appeal***

On February 22, 2002, appellant Inman appealed entry of the Settlement Order. On March 31, 2003, this Court dismissed the appeal and affirmed the Bankruptcy Court's entry of the Settlement Order, opining as follows:

Appellant's reading of the Third Circuit's decision is legally incorrect, as is abundantly clear from the procedural history recited above. The Third Circuit limited the scope of the arbitrable question to whether the Eastern pilots have established seniority integration rights. The Third Circuit further determined that if those rights were established, they would be satisfiable by the payment of money damages. The bankruptcy court limited the amount of money damages to one year's wages. The Settlement Agreement at issue increased the maximum claim award by two- or three-fold...The Settlement Agreement moots the arbitration proceeding by recognizing the Eastern pilots' claims to seniority integration and gives to members of the Baldrige LPP Class more value than that provided for in the bankruptcy court's summary decision...Not only is appellant's position untenable, but the appeal is moot, given the withdrawal of the pending appeals and the distribution of consideration to class members, acts in furtherance of the settlement which cannot be undone.

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<sup>13</sup> The class membership reconciliation outlined in the Class Expansion Motion is exactly the relief requested in the Pilot Motions to Compel (as defined below) that were filed over 4 years later and are the subject of these Appeals.



*Inman v. Baldrige (In re Continental Airlines, Inc.)*, Civil Action No. 02-399 & 02-490 (SLR), at pp. 7-8 (D. Del. March 31, 2003).<sup>14</sup> This Court also found appellant Inman's appeal to be untimely. *See id.* at 8. Appellant Inman did not appeal this Court's decision.

## **II. Appellant Adams' Prior Appeal**

On February 12, 2002, appellant Adams appealed the entry of the Settlement Order arguing "essentially that the Baldrige LPP Class does not have the authority to enter into an agreement with Continental that overrides the September 27, 1997 Third Circuit Court of Appeals decision." *Adams v. Baldrige (In re Continental Airlines, Inc.)*, Civil Action No. 02-484 (SLR), at p. 7 (D. Del. March 31, 2003).<sup>15</sup> This Court dismissed appellant Adams' appeal and affirmed entry of the Settlement Order on identical grounds as it did the Inman appeal, except for the issue of timeliness. On April 28, 2003, this Court denied appellant Adams' request for rehearing.

Appellant Adams appealed to the Circuit Court. On appeal, appellant Adams raised, among other things, the alleged underinclusiveness of the Baldrige Class. *See Adams v. In re Continental Airlines, Inc. (In re Continental Airlines, Inc.)*, No. 03-2376, at p. 6 (3d Cir. March 5, 2004) ("Adams' objection to the class certification was based on his contention that the class was underinclusive.").<sup>16</sup> The Circuit Court affirmed this Court's dismissal of appellant Adams' appeal and found that "the settlement, as approved by the Bankruptcy Court on January 31, 2002, included a clause which allowed other class members who met the definition to file a claim by April 3, 2002. Thus, [Adams'] only objections to the class certification were remedied by the Bankruptcy Court." *Id.* at 6-7. The Circuit Court also affirmed on other grounds. Appellant

<sup>14</sup> A copy of this Court's decision is annexed hereto as Exhibit L.

<sup>15</sup> A copy of this Court's decision is annexed hereto as Exhibit M.

<sup>16</sup> A copy of the Circuit Court's decision is annexed hereto as Exhibit N.



Adams' subsequent petitions for rehearing *en banc* and for writ of certiorari to the United States Supreme Court were denied.

### **III. Appellant O'Neill's Prior Appeal**

On February 12, 2002, appellant O'Neill also appealed entry of the Settlement Order. This Court dismissed appellant O'Neill's appeal and affirmed entry of the Settlement Order on identical grounds as it did the Adams appeal.<sup>17</sup> Also like the Adams appeal, on April 28, 2003, this Court denied appellant O'Neill's request for rehearing.

Appellant O'Neill also appealed to the Circuit Court. On appeal, appellant O'Neill raised, among other things, the alleged underinclusiveness of the Baldrige Class. *See O'Neill v. In re Continental Airlines, Inc. (In re Continental Airlines, Inc.)*, No. 03-2374 & 03-2375, at p. 7 (3d Cir. March 5, 2004) ("O'Neill did object to the class certification at the hearing, but he only objected to the extent that he felt that class was underinclusive, as it failed to include certain pilots...").<sup>18</sup> In fact, not only did appellant O'Neill argue the underinclusiveness issue, he filed a motion before the Circuit Court seeking to compel Continental to produce documents supporting his claim that the Baldrige Class was underinclusive.<sup>19</sup> That motion was denied and the Circuit Court affirmed this Court's dismissal of appellant O'Neill's appeal and found that "[t]o the extent that O'Neill argues that other pilots were missing from the class list, the settlement, as approved by the Bankruptcy Court on January 31, 2002, included a clause which allowed other class members who met the definition to file a claim by April 3, 2002. Thus, this objection to the class certification was remedied by the Bankruptcy Court." *Id.* at p. 8. The Circuit Court also affirmed

<sup>17</sup> A copy of this Court's decision is annexed hereto as Exhibit O.

<sup>18</sup> A copy of the Circuit Court's decision is annexed hereto as Exhibit P.

<sup>19</sup> A copy of appellant O'Neill's motion before the Circuit Court (without exhibits) is annexed hereto as Exhibit Q.

on other grounds. Appellant O'Neill's subsequent petitions for rehearing *en banc* and for writ of *certiorari* to the United States Supreme Court were denied.

**E. Relitigation of the Class Membership Issue**

On June 13, 2006, appellant Inman filed his *Motion to Compel and Compliance with January 31, 2002 Order* (the "Inman Motion to Compel") and on July 11, 2006 filed his *Motion of Objection to the Class Action Plaintiff's Stipulations for Motion to Reopen* (the "Inman Objection," and together with the Inman Motion to Compel, the "Inman Motions").<sup>20</sup> Notwithstanding that appellant Inman objected to the Baldridge Settlement in January 2002 and appealed entry of the Settlement Order in February 2002, appellant Inman states in the Inman Motion to Compel

I was recently made aware, that a final 'settlement' was reached, and I downloaded the settlement from the internet. At no time in the past, did I receive a copy of this settlement with its respective claim form, or was made aware that such forms were sent....[the class representatives] should have notified me of this settlement.

Inman Motion to Compel, at ¶ 5. The Inman Motion to Compel requests that appellant Inman be permitted to participate in the Baldridge Settlement and requests that the Bankruptcy Court order a reconciliation of the class membership list due to alleged underinclusiveness. The Inman Objection is devoted almost entirely to the alleged underinclusiveness of the Baldridge Class.

On July 11, 2006, appellant O'Neill filed his *Motion to Compel Compliance with January 31, 2002 Order and Motion for Order Reopening Adversary Proceeding* (the "O'Neill Motion to Compel").<sup>21</sup> In the O'Neill Motion to Compel, appellant O'Neill concedes that "I appealed the settlement with an unsuccessful conclusion terminating at the Supreme Court level on March 09, 2004." O'Neill Motion to Compel, at ¶ 6. Appellant O'Neill further concedes that he failed to file a claim to participate in the Baldridge Settlement by the applicable deadline – over four years ago.

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<sup>20</sup> A copy of the Inman Motions are annexed hereto as Exhibit R.

*See id.* at ¶¶ 7-8. Nonetheless, appellant O'Neill requested that the Bankruptcy Court reopen the Baldrige Action for, ostensibly, the purpose of ordering Continental to award O'Neill a recovery under the Baldrige Settlement.

On July 18, 2006, appellant Adams filed his *Motion to Compel and Compliance with January 31, 2002 Order* (the "Adams Motion to Compel," and collectively with the Inman Motion to Compel and the O'Neill Motion to Compel, the "Pilot Motions to Compel").<sup>22</sup> In the Adams Motion to Compel, appellant Adams concedes that he "objected to the idea of the Settlement verbally and in my briefs, but the Class counsel prevailed. And the settlement was ordered." Adams Motion to Compel, at ¶ 4. Appellant Adams further acknowledged in the Adams Motion to Compel that he has already argued and lost the purported underinclusiveness of the Baldrige Class and that he "declined to participate in the Settlement..." *Id.* at ¶ 4. Despite these concessions, appellant Adams argues that

no one has made arrangements for my forthcoming settlement award...[t]he appeal opinion stated that the settlement order 'remedied' my objection to the class certification. But I have had no 'remedy,' since I have not been paid the settlement, nor have any other pilots who failed to be properly notified, nor even listed on the documents upon which the Court based the settlement agreement.

*Id.* at ¶ 5. Incredibly, appellant Adams argues that the Baldrige Settlement is "null and void, in which event the only remedy is to arbitrate the composition of the list in its proper venue, under the Railway Labor Act." *Id.* at ¶ 6. In other words, appellant Adams argues – nearly 5 years after the Baldrige Settlement was first agreed to – that arbitration under the LPPs is still a viable remedy.

The Bankruptcy Court held a hearing on July 31, 2006 (the "2006 Hearing"), to consider, among other things, the Pilot Motions to Compel. Appellant Inman appeared personally at the

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<sup>21</sup> A copy of the O'Neill Motion to Compel is annexed hereto as Exhibit S.

<sup>22</sup> A copy of the Adams Motion to Compel is annexed hereto as Exhibit T.

2006 Hearing and appellant Adams appeared telephonically. Appellant O'Neill did not appear at the 2006 Hearing. Predictably, appellants Adams and Inman mainly argued that the Court should compel a further reconciliation of the Baldrige Class membership due to its purported underinclusiveness.<sup>23</sup> At various times during the 2006 Hearing, appellant Adams argued that the class membership list was "not true and accurate...and they [Continental and the Baldrige Class] knew it was not to be complete" (*id.* at p. 12), that the class membership was a "lie and a fraud" (*id.*), that the class membership list was "fraudulent" (*id.* at p. 19) and that the Baldrige Class and Continental "lied and they got away with it" (*id.*). At the 2006 Hearing, the Bankruptcy Court orally ruled that (i) all class membership issues were previously litigated and affirmed on appeal (*see id.* at p. 19), and (ii) to the extent not raised in previous appeals, the appellants were precluded from raising them now. *See id.* at pp. 19-20. On July 26, 2006, the Bankruptcy Court entered an order (the "2006 Order") incorporating the oral rulings made at the 2006 Hearing and denying, among other things, the Pilot Motions to Compel.<sup>24</sup> It is from the 2006 Order that the appellants appeal.

#### **G. The Instant Appeals**

Appellant O'Neill characterizes the issue on appeal as the Bankruptcy

Court's failure to reopen this case when overwhelming evidence in the record has been pointed out (totally ignored by this Court) proving the Settlement Agreement is a scheme and a fraud. The Settlement Agreement is a product of fraudulent testimony.

Appellant O'Neill Statement of Issues on Appeal, at p. 1.<sup>25</sup> Nearly every item identified by appellant O'Neill on his designation of the record on appeal appears to relate solely to the Baldrige Class membership and nothing else.

<sup>23</sup> *See* Transcript of Hearing, *In re Continental Airlines, Inc.*, Ch. 11 Case No. 90-932, at p. 9-10, 12-13, 17-20 (Bankr. D. Del. July 21, 2006), a copy of which is annexed hereto as Exhibit U.

<sup>24</sup> A copy of the 2006 Order is annexed hereto as Exhibit V.

Appellant Adams similarly states that the issue on appeal is the Bankruptcy “Court’s failure to reopen this case when overwhelming evidence in the record has been pointed out but totally ignored by this Court, proving that the Settlement Agreement was obtained by fraudulent testimony.” Appellant Adams Statement of Issue on Appeal, at p. 1.<sup>26</sup> Nearly every item identified by appellant Adams on his designation of the record on appeal appears to relate solely to the Baldrige Class membership and nothing else.

Appellant Inman similarly characterizes the issue on appeal as the Bankruptcy

Court’s failure to reopen this case when overwhelming evidence in the record has been pointed to (sadly ignored by this Court) proving that the Settlement Agreement is a deceptive and misleading mechanism to defraud a majority of LPP Claimants of the settlement which this Court has otherwise recognized and wisely allowed. Approximately 1500 LPP Claimants have not received the settlement to which they are entitled...

Appellant Inman Statement of Issues on Appeal, at p. 1.<sup>27</sup> Nearly every item identified by appellant Inman on his designation of the record on appeal appears to relate solely to the Baldrige Class membership and nothing else.

On September 21, 2006, Continental filed a motion to consolidated the Appeals and to be excused from the mandatory mediation practices of this Court. On September 29, 2006, appellant O’Neill filed papers in opposition to Continental’s request to be excused from mediating this dispute (the “O’Neill Response”).<sup>28</sup> Appellant O’Neill alleges throughout the O’Neill Response that the formation and membership of the Baldrige Class constitutes a fraud on the Court and accuses Continental and the Baldrige Class representatives of perjury. Incredibly, O’Neill alleges

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<sup>25</sup> A copy of appellant O’Neill’s Statement of Issues on Appeal and Designation of the Record is annexed hereto as Exhibit W.

<sup>26</sup> A copy of appellant Adams’ Statement of Issues on Appeal and Designation of the Record is annexed hereto as Exhibit X.

<sup>27</sup> A copy of appellant Inman’s Statement of Issues on Appeal and Designation of the Record is annexed hereto as Exhibit Y.

<sup>28</sup> A copy of appellant O’Neill’s response (without exhibits) is annexed hereto as Exhibit Z.

that the Circuit Court's denial of his appeal supports his beliefs as to the alleged underinclusiveness of the Baldridge Class. *See* O'Neill Response, at p. 3. In conclusion, appellant O'Neill alleges that "[t]he irrefutable evidence demonstrates the clear intend to defraud the select members of the Class. I expect the Court to act accordingly." O'Neill Response, at p. 17.

## **ARGUMENTS**

### **I. Res Judicata Bars the Appellants' Claims**

"*Res judicata* . . . [is] fundamentally concerned with protecting persons from the expense of multiple lawsuits, conserving judicial resources, and enhancing reliance on judicial acts by immunizing against the possibility of inconsistent decisions. . . The doctrine[ is] designed to limit *subsequent* relitigation of . . . claims which were fully and fairly decided previously." *Coca-Cola Bottling Co. of Elizabethtown, Inc. v. Coca-Cola Co.*, 654 F. Supp. 1419, 1431 (D. Del. 1987) (citations omitted).<sup>29</sup> The Third Circuit has held that the party asserting *res judicata* must "demonstrate that there has been (1) a final judgment on the merits in a prior suit involving (2) the same parties or their privies and (3) a subsequent suit based on the same causes of action." *Id.* at 89 (*quoting United States v. Athlone Inds.*, 746 F.2d 977 (3d Cir. 1984)). *Res judicata* requires "that a plaintiff present in one suit all the claims for relief that he may have arising out of the same transaction or occurrence." *Lubrizol Corp. v. Exxon Corp.*, 929 F.2d 960, 963 (3d Cir. 1991). The Third Circuit has held that *res judicata* is "not a mere matter of technical practice or procedure" but "a rule of fundamental and substantial justice." *Equal Employment Opportunity Commission v. U.S. Steel Corp.*, 921 F.2d 489, 492 (3d Cir. 1990) (internal citations omitted). "*Res judicata*

---

<sup>29</sup> As used herein, the term *res judicata* is intended to encompass the principles of claim and issue preclusion. *See In re Peterson*, 332 B.R. 678, 683 n.4 (Bankr. D. Del. 2005) ("Res judicata can also refer to claim preclusion and issue preclusion generally."), citing cases.



avoids the expense and vexation attending multiple lawsuits, conserves judicial resources, and fosters reliance on judicial action by minimizing the possibility of inconsistent decisions.” *Id.*

Here, there can be no clearer application of the doctrine of *res judicata*: the same issue (class membership) is being litigated by the same parties notwithstanding that the Bankruptcy Court adjudicated that issue and was affirmed on appeal to both this Court and the Circuit Court. As a result, these Appeals are entirely without merit and should be dismissed.

## **II. The Appellants Lack Standing to Raise the Claims of Other Pilots**

“Standing to appeal in a bankruptcy case is limited to ‘persons aggrieved’ by an order of the bankruptcy court.” *In re Combustion Engineering, Inc.*, 391 F.3d 190, 24 (3d Cir. 2004). A “person aggrieved” must establish that “the order of the bankruptcy court ‘diminishes their property, increases their burdens, or impairs their rights.’” *Id. quoting In re PWS Holding Corp.*, 228 F.3d 224, 249 (3d Cir. 2000). Under this rubric, standing will be “denied to marginal parties involved in bankruptcy proceedings who, even though they may be exposed to some potential harm incident to the bankruptcy court’s order, are not ‘directly affected’ by that order.” *In re PWS Holding Corp.*, 228 F.3d at 249 (internal quotations omitted). “Only those whose rights or interests are directly and adversely affected pecuniarily by an order of the bankruptcy court may bring an appeal.” *Id.*

Here, it is undisputed that the appellants are all members of the Baldrige Class. With the exception of appellant Inman, it is not disputed that the appellants had notice of their rights under the Baldrige Settlement. Appellant Inman’s claim in the Inman Motion to Compel that he did not know of the Baldrige Settlement is either an intentionally false statement or the product of a faulty memory since appellant Inman objected to and appealed the Baldrige Settlement. That the appellants failed to file claims to receive a recovery under the Baldrige Settlement by the April 3,



2002 deadline is similarly undisputed. Thus, the appellants have no claims – period – much less claims that are in any way affected by the 2006 Order.

The only issue raised on appeal involves the alleged failure of the Baldrige Class representatives and/or Continental to notify certain class members of the settlement and/or to include certain pilots in the Baldrige Class who were qualified under the class’s definition. In other words, the appellants are arguing the alleged rights of other pilots, not their own. Indeed, none of the appellants’ rights are in any way affected by the Bankruptcy Court’s 2006 Order since the only rights the appellants seek to enforce are not their own. Accordingly, the appellants lack standing to pursue this appeal.

### **III. The Appeals are Frivolous and an Award of Damages Should Issue**

An award of damages under F.R.A.P. 38 or Bankruptcy Rule 8020 is appropriate where an appeal is frivolous. *See PDM Enterprises, Inc. v. Cape May Foods, Inc.*, 301 F.3d 147 (3d Cir. 2002); *Huck ex rel. Sea Air Shuttle Corporation v. Dawson*, 106 F.3d 45 (3d Cir. 1997); *Nagle v. Alspach*, 8 F.3d 141 (3d Cir. 1993). “An appeal is frivolous if it is wholly without merit.” *Quiroga v. Hasbro, Inc.*, 943 F.2d 346, 347 (3d Cir. 1991) (citation omitted). A court must apply this standard objectively in determining whether and appeal is frivolous. *See id.* (citation omitted). That the appellants are *pro se*, does not shield them from liability for filing a frivolous appeal. *See Kunz v. Saul, Ewing, et al.*, 200 B.R. 101, 107 (D. Del. 1996) (“a litigant’s *pro se* status does not shield him or her from sanctions for filing a frivolous appeal.”) *citing Anderson v. Steers, Sullivan, McNamar & Rogers*, 998 F.2d 495, 496 (7th Cir. 1993), *cert. denied*, 510 U.S. 1114 (1994); *Stelly v. Commissioner of Internal Revenue*, 761 F.2d 1113, 1116 (5th Cir. 1985).<sup>30</sup>

<sup>30</sup> In *Kuntz*, this Court was particularly unsympathetic to the appellant’s *pro se* status given the litigation experience he had amassed over the years. *See Kuntz*, 200 B.R. at 108. Notwithstanding his characterization of himself as an “unsophisticated litigant” at the January 2006 hearing, appellant Adams has filed no less than fifteen motions, briefs and pleadings in the various Courts of the this Circuit over the years and appeared and argued at a number of contested hearings. Mr. Adams and Mr. O’Neill have fully briefed a case before the Circuit Court and petitioned for *writ of certiorari* to the United States Supreme Court – acts which many licensed attorneys will never do. To be sure, the appellants are anything but “unsophisticated litigants.”

Circumstances where an appeal is found to be wholly without merit include where a litigant's claims were determined to be frivolous by the district court in the first instance and where only unsupportable legal and factual conclusions that were found to be "patently wrong" and "st[ood] logic on its head" were offered on appeal (*see, e.g., Huck ex rel. Sea Air Shuttle Corporation v. Dawson*, 106 F.3d at 52), or circumstances where the "appeal appeared to have been doomed to failure from the moment the plaintiff-appellants' brief was filed..." *Nagle*, 8 F.3d at 144.

The appellants' claims on appeal are entirely without merit and, indeed, are doomed to fail since, as discussed above, these issues have already been fully and finally litigated up through and including petitions for *writ of certiorari* to the United States Supreme Court. There is simply no legal basis under which the appellants' claims – claims that have already been fully adjudicated and lost – can prevail on appeal. Thus, the appellants' claims are entirely without merit and are, *a fortiori*, frivolous.

Accordingly, Continental respectfully requests that this Court grant damages in an amount to be determined by separate application, but in an amount no less than double Continental's reasonable costs, including attorneys' fees and costs, incurred with respect to the Pilot Motions and these Appeals.

#### **IV. The Court Should Enjoin the Appellants' Vexatious Litigation**

Pursuant to its equitable powers, a district court can "enjoin a party who has '[a] history of litigation entailing 'vexatious, harassment and needless expense to [other parties]' and [who poses] an unnecessary burden on the courts and their supporting personnel.'" *Becker v. Dunkin' Donuts of America, Inc.*, 665 F.Supp. 211, 116 (S.D.N.Y. 1987) quoting *In re Martin-Trigona*, 737 F.2d 1254, 1262 (2d Cir. 1984). "In such cases, 'the traditional standards for injunctive relief, *i.e.* irreparable injury and inadequate remedy of law, do not apply to the issuance of an injunction

against vexatious litigation.” *Becker*, 665 F.Supp. at 216 *quoting In re Martin-Trigona*, 737 F.3d at 1262. Such an injunction is appropriate where dismissing a case “by itself, will not free the defendant or the court from the expense and aggravation of future actions.” *Becker*, 665 F.Supp. at 116. Continental submits that such a remedy is appropriate here given the appellants’ outright refusal to accept the finality of the numerous adverse rulings against them. The appellants’ tireless but futile efforts over the past decade have cost Continental hundreds of thousands of dollars and have grossly wasted the judicial resources of the courts in this Circuit. Continental submits that this Court can and should enjoin the appellants from pursuing, in any tribunal, any claim related to Continental, the LPPs or the Baldrige Class as a remedy for their vexatious pursuit of that which has been already lost.

### CONCLUSION

WHEREFORE, for all of the foregoing reasons, Continental respectfully requests that this Court enter an order (i) dismissing the Appeals, (ii) determining that the Appeals are frivolous within the meaning of Bankruptcy Rule 8020 and F.R.A.P. 38, (iii) awarding Continental just damages and double costs, (iv) enjoining the appellants, and (v) granting such other and further relief as this Court deems necessary and proper under the circumstances.

Dated: Wilmington, Delaware  
September 29, 2006

YOUNG CONAWAY STARGATT & TAYLOR, LLP

  
Robert S. Brady (Delaware Bar No. 2847)

Joseph M. Barry (Delaware Bar No. 4221)

Kenneth J. Enos (Delaware Bar No. 4544)

The Brandywine Building  
1000 West Street, 17<sup>th</sup> Floor  
Wilmington, DE 19801  
(302) 571-6600  
jbarry@ycst.com

Counsel to Continental Airlines, Inc.

**CERTIFICATE OF SERVICE**

I, Joseph M. Barry, Esquire, hereby certify that I am not less than 18 years of age and that on September 29, 2006, I caused a copy of the attached document to be served on the following parties by Federal Express or Hand Delivery, as indicated:

**VIA FEDERAL EXPRESS**

Mr. Brownie N. Inman, pro se  
18905 SW 128 Ct.  
Miami, FL 33177

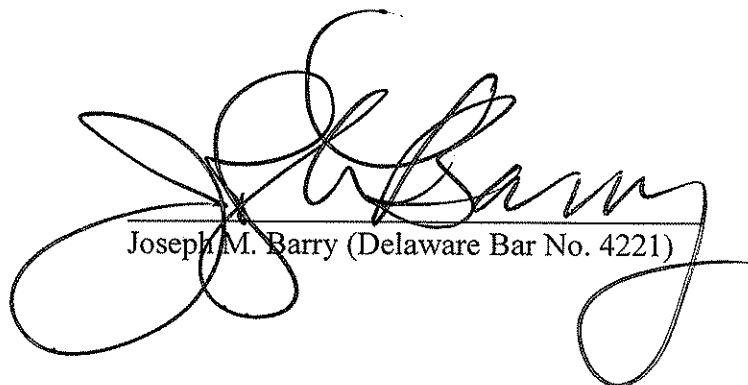
Mr. Ramon E. O'Neill, pro se  
7424 SW 129 Ct.  
Miami, FL 33183

Mr. J. Trigg Adams, pro se  
3824 Park Avenue  
Miami, FL 33133

**VIA HAND DELIVERY**

Bruce E. Jameson, Esquire  
Prickett Jones & Elliott, P.A.  
1310 King Street  
P.O. Box 1328  
Wilmington, DE 19899

Counsel for James Baldridge, *et al.*



Joseph M. Barry (Delaware Bar No. 4221)

Dated: September 29, 2006

# EXHIBIT

## A

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

2001 NOV -5 AM 11:32

U.S. BANKRUPTCY COURT  
DISTRICT OF DELAWARE

In Re:

CONTINENTAL AIRLINES, INC., et. al., )

Debtors )

Case No. 90-932  
Chapter 11

JAMES BALDRIDGE, WILLIAM MANN, )  
and LARRY DUNN, individually, and )  
as representatives of a class of persons )  
similarly situated who are referred to as )  
the LPP CLAIMANTS, )

Plaintiffs, )

Adversary Proceeding  
No. A-99-412  
Class Action

VS. )

CONTINENTAL AIRLINES HOLDINGS, )  
INC., CONTINENTAL AIRLINES, INC., )  
and SYSTEM ONE HOLDINGS, INC. )

Defendants. )

OBJECTION TO THE PROPOSED AMENDMENT TO  
FEBRUARY 3, 2001 ORDER GRANTING CLASS CERTIFICATION

The undersigned, J. Trigg Adams, objects to the entry of the above-noted proposed order since it would, if granted, ratify and confirm paragraphs 2, 3, 4, and 5 of the above-noted February Order Granting Class Certification for the following reasons:

1. It is clear the Court's July 10, 2001, Order granting the plaintiff' (Baldrige, et al), April 24, 2001 Motion To Certify Method For Identifying Class Members was based at least in part on their assurance that they had notified all the pilots swept into the Class certified by the Court's February 3, 2001 of this Motion, and that not a single objection to the entry of an Order based on it had been received. In actuality, only pilots who were randomly selected were mailed notices of the April 24, 2001 Motion. The same can be said for the proposed order, (document number 58), which was mailed on or about October 16, 2001.

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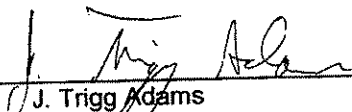
11/5/01

2. It is clear that granting the proposed order under discussion would not only ratify and confirms paragraphs 2, 3, 4 and 5 of the Court's February 3, 2000 Order Granting Class Certification but also would attest to the accuracy and completion of the list of Class members that has been attached to and made a part of the proposed Amended order as Exhibit A. The fact of the matter is that all pilots whose names were included in the November 1990 Eastern Pilots System Seniority List who had neither settled, waived nor relinquished their LPP claims against Continental, not withdrawn their Proofs of Claim filed with the Clerk Of the Bankruptcy Court of the District Court of Delaware on or before April 15, 2000, were not included in the Exhibit A list.

3. The Court's finding in paragraph 3.b. of the February 3, 2000 Order Granting Class Certification is not supported by the language of Bankruptcy Code 502(b)(7).

Wherefore, the undersigned respectfully requests that this Court withhold approval of the above-discussed Proposal Of Amended Order Granting Class Certification.

Dated November 3, 2001

  
\_\_\_\_\_  
J. Trigg Adams  
3824 Park Avenue  
Miami, Florida 33133



IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In Re: )  
)  
CONTINENTAL AIRLINES, INC., et. al., )  
)  
Debtors )  
\_\_\_\_\_)  
)  
JAMES BALDRIDGE, WILLIAM MANN, )  
and LARRY DUNN, individually, and )  
as representatives of a class of persons )  
similarly situated who are referred to as )  
the LPP CLAIMANTS, )  
)  
Plaintiffs, )  
)  
VS. )  
)  
CONTINENTAL AIRLINES HOLDINGS, )  
INC., CONTINENTAL AIRLINES, INC., )  
and SYSTEM ONE HOLDINGS, INC. )  
)  
Defendants. )  
\_\_\_\_\_)

Case No. 90-932  
Chapter 11

Adversary Proceeding  
No. A-99-412  
Class Action

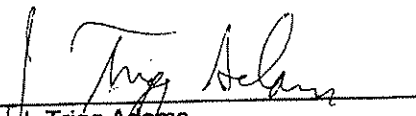
**CERTIFICATE OF SERVICE**

I, **J. TRIGG ADAMS**, certify that service of the attached Objections was served on November 3, 2001, VIA Federal Express to the following people:

Bruce E. Jameson  
Prickett, Jones & Elliott  
1310 King Street  
P.O. Box 1328  
Wilmington, DE 19899

Miles J. Tralins  
Tralins & Associates  
Attorneys for LPP Claimants  
One Biscayne Tower, Suite 2930  
Miami, FL 33131

Dated November 3, 2001

  
\_\_\_\_\_  
J. Trigg Adams  
3824 Park Avenue  
Miami, Florida 33133

# EXHIBIT

# B

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF DELAWARE

2001 NOV -5 AM 11:32

U.S. BANKRUPTCY COURT  
DISTRICT OF DELAWARE

In Re:

CONTINENTAL AIRLINES, INC., et. al.,

Debtors

Case No. 90-932  
Chapter 11

JAMES BALDRIDGE, WILLIAM MANN,  
and LARRY DUNN, individually, and  
as representatives of a class of persons  
similarly situated who are referred to as  
the LPP CLAIMANTS,

Plaintiffs,

VS.

Adversary Proceeding  
No. A-99-412  
Class Action

CONTINENTAL AIRLINES HOLDINGS,  
INC., CONTINENTAL AIRLINES, INC.,  
and SYSTEM ONE HOLDINGS, INC.

Defendants.

OBJECTION TO PLAINTIFF'S MOTION FOR PRELIMINARY  
APPROVAL OF PROPOSED SETTLEMENT, CLASS ACTION

The undersigned, J. Trigg Adams, whose name appeared on the November, 1990 Eastern Pilots System Seniority List, and whose right to have an LPP dispute filed by ALPA in 1991 presented to an arbitrator selected from a strike list of seven candidates selected by the National Mediation Board, objects to the above Plaintiff's Motion for the following reasons:

1. The proposed Settlement Agreement was not the result of an arms length negotiation that followed this Court's February 3, 2000 Order Granting Class Certification. A reading of the Stipulation and Agreement of Compromise and Settlement supports the conclusion that the Class Plaintiffs and the Class Counsel were primarily concerned with crafting a Settlement Agreement that served their best interests rather than the interests of the Class Members. They are, in effect, asking this Court to approve a Settlement Agreement that pays them top dollar for their efforts and reimburses them for all the expenses that they incurred while serving as Class

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11/5/01

Plaintiffs and Class Counsel and, further, relieves them of the obligation to arbitrate the LPP Claims which they had indicated they would undertake up to the time this Court issued its February 3, 2000 Order Granting Class Certification. Further examination of this Stipulation also supports the conclusion that the Class Members wound up no better off as a result of this Settlement Agreement than they would have had they accepted payment under the provisions of Section 502(b)(7) of the Bankruptcy Act.

2. The proposed Settlement Agreement perpetuates the myth that any money damages awarded by the Arbitrator selected in accordance with the Provisions of Section 13 of the LPPs must be treated as unsecured claims for damages under Section 503(b)(7) of the Act and, as such, regardless of the amount of the money award rendered by the Arbitrator are capped by the "one year compensation" provision therein. However, a careful reading of this Section makes it clear that its provisions are relevant only if an employees claim for damages is "for damages resulting from the termination of an employment contract". That this is not the case, reference is made to the August 29, 1997 Opinion of the Third Circuit Court of Appeals wherein it found that Continental Airlines had assumed rather than rejected the Collective Bargaining Agreement that incorporated the LPP's in exchange for enormous benefits. Hence the Class Plaintiffs and Class Counsels' reliance on the provisions of Section 502(b)(7) to support the settlement of the hypothetical damages that could have been awarded by an arbitrator had they proceeded with the arbitration is inappropriate.

If there is any provision in Section 502 that would apply it would be Section 502(c)(2), which specifically addresses a claimant's right to payment arising from a right to an equitable remedy for breach of performance. This provision does not cap the amount of the claim paid under its provisions but indicates that the eventual amount to be paid will be based on an estimated amount of damages that could or would be awarded by an Arbitrator because the enforcement of the equitable remedy of seniority integration could prove to be impractical under the circumstances. I estimate that the Arbitrator would have paid me damages equal to the earnings that I would have received had I been integrated into the Continental System Seniority List on or about December 1, 1990 when Continental withdrew from the LPP arbitration that

commenced in 1989 under the chairmanship of Arbitrator Richard B. Kasher. I estimate that this would come to approximately \$800,000 gross for which I would settle for \$75,000.

CONCLUSION

Based on the foregoing, the undersigned concludes that there is sufficient reasons for this Court to reject the proposed Settlement Agreement, they being (I) neither the undersigned nor any members of the Class were adequately represented by the Class Plaintiffs and the Class Counsel, and (II) the payments proposed under the Settlement Agreement are not authorized by either the Bankruptcy Act or the rulings of the Third Circuit of Appeals. For the record, the undersigned objects to the payment of the Attorney's fees and settled administration costs and the payment of \$75,000 to the Class Plaintiffs.

Wherefore, the undersigned respectfully requests that this Court withhold Preliminary Approval of the Proposed Settlement Agreement.

Dated: November 3, 2001

  
J. Trigg Adams  
5824 Park Avenue  
Miami, Florida 33133

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF DELAWARE

2001 NOV -5 AM 11:32

CLERK  
U.S. BANKRUPTCY COURT  
DISTRICT OF DELAWARE

In Re:

CONTINENTAL AIRLINES, INC., et. al.,

Debtors

JAMES BALDRIDGE, WILLIAM MANN,  
and LARRY DUNN, individually, and  
as representatives of a class of persons  
similarly situated who are referred to as  
the LPP CLAIMANTS,

Plaintiffs,

VS.

CONTINENTAL AIRLINES HOLDINGS,  
INC., CONTINENTAL AIRLINES, INC.,  
and SYSTEM ONE HOLDINGS, INC.

Defendants.

Case No. 90-932  
Chapter 11

Adversary Proceeding  
No. A-99-412  
Class Action

CERTIFICATE OF SERVICE

I, **J. TRIGG ADAMS**, certify that service of the attached Objections was served on  
November 3, 2001, VIA Federal Express to the following people:

Bruce E. Jameson  
Prickett, Jones & Elliott  
1310 King Street  
P.O. Box 1328  
Wilmington, DE 19899

Miles J. Tralins  
Tralins & Associates  
Attorneys for LPP Claimants  
One Biscayne Tower, Suite 2930  
Miami, FL 33131

Dated November 3, 2001

  
J. Trigg Adams  
3824 Park Avenue  
Miami, Florida 33133

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

FILED  
2002 JAN 16 AM 11:22  
CLERK  
U.S. BANKRUPTCY COURT  
DISTRICT OF DELAWARE

JAMES BALDRIDGE, WILLIAM MANN, and ) Case No.: No. 90-932  
)  
LARRY DUNN, individually, and as ) Adversary Proceeding  
)  
representatives of a class of persons )  
)  
similarly situated who are referred )  
)  
to as the LPP CLAIMANTS, )  
)  
Plaintiff, )  
)  
vs. )  
)  
CONTINENTAL AIRLINES HOLDINGS, INC., )  
)  
CONTINENTAL AIRLINES, INC. and SYSTEM )  
)  
ONE HOLDINGS, INC., )  
)  
Defendant )

OBJECTION TO APPROVAL OF PROPOSED SETTLEMENT, CLASS ACTION

I, J. Trigg Adams, Eastern Airlines flight deck employee # 00440, object to the approval of this settlement for the following reasons:

I. ARGUMENT

1. This Court has allowed itself to be lulled into judging whether or not Section 502(b)(7) applied to the LPP Claimants, which it ought not to have done because Section 502 governs rejected or canceled contracts. Neither of the contracts under dispute, which dispute can only be settled

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under the rules of the Railway Labor Act, (RLA), has ever been altered or canceled by any court or act of law.

2. Class Counsel has knowingly misled this Court in obtaining that decision by misrepresenting his own actions and making material misstatements of fact to his clients as well as this Court.

To wit, he has acted always as if he could represent his original group exclusively, ignoring others who worked under the same contract, and as if any favorable ruling could apply only to them and not to all others protected by that contract. He even tried to get this Honorable Court to disallow their claims, as if he believed the RLA did not apply, that it allowed different employees under one Contract Bargaining Agreement, (CBA), to have different rules. He should know full well that although a claimant in bankruptcy could make an individual settlement, a settlement based on a dispute of a CBA must apply to all working under it.

To wit, he has knowingly led them into the fray with the promise all along that he would fight to "the highest court" for the RLA right to have any grievance processed up to and including an Arbitration under the auspices of the National Mediation Board. Then, after getting others than his original clients involuntarily swept into a Class when a few non-clients objected to his actions, he has suddenly done what the Defendants have wanted the Plaintiffs to do for thirteen long years: go away quietly with a pittance, because, he says, the outcome of an Arbitration would be uncertain. I, for one, wish to risk any loss in order to have my day in arbitration, for only there can I properly present my case under the governing law of my Contract, the RLA.

To wit; he has presented all these actions to his "clients" as *faits accomplis*, never once polling them as to their desires, nor asking for a consensus. And he especially has gone to great lengths to keep his new, involuntary clients in the dark as to his actions, to the extent that many of them do not even now know they are in a Class. His ONE day of advertisement, in an non-aviation-oriented publication, can only be described as malfeasance. His failure to contact ANY of the 60-plus pilots not in his original lawsuit group, whose names, employee numbers, addresses, phone numbers, and email addresses that I gave him condemns him to nothing short of gross malfeasance, and, quite possibly, criminal intent to defraud them of their right to due process under the RLA, ensuring that he would collect a rich fee with no risk to his acquiring it, but damning them certainly to no chance whatsoever at any potential of a fair settlement.

3. I have a right under the RLA to an arbitration, affirmed by the Third Circuit 125 F. 3d 120 (3d Cir. 1997), and this Court has been improperly used to block me from exercising that right. Class Counsel has shown this Court no evidence nor reasoning for that block, only whipsawing it around by irrelevant and distracting motions that have further frustrated a simple due process a further two years now, for a total of 13. The defendants could only be made happier by all claimants suddenly withdrawing all claims whatever.
4. If Class Counsel and his band of dues-paying brothers want to make a cheap settlement with Defendants, I have no objection. However, they should not be allowed to do it via the improper route of pretending that they are employees of a canceled or rejected contract, and this one is

certainly not. Nor should they be allowed to involuntarily sweep in with them anyone who has not had the opportunity to have an open and complete explanation as to his or her choices, which is the aim of this Settlement Proposal.

5. The Proposal is neither fair nor reasonable. Since the Third Circuit has already ruled that the damages are convertible to monetary damages which this Court is fully competent to assess, the Arbitration can reasonably be done within a few weeks, there being no basis for the Continental pilots to raise lengthy objections to jealously guarded seniority. Even if the damages were found by this Court to be pre-petition in nature, the resultant award would likely be many times the two years provided for in the Settlement Agreement. If the Class Counsel had kept his word that he would fight for the right to an arbitration, it would in all likelihood be over at this point, so his argument that now it would cost too much and be too risky is disingenuous at best, and calculatedly invidious to his clients' best interest at worst.
6. The reaction of the Class to the Settlement. Class Counsel makes a wholly self-serving statement based on no meaningful survey of all the members of his Class, especially having never contacted his involuntary members except to send them a set of forms that are deceptive by not mentioning how much each recipient will likely receive nor giving them any means of calculating it, and presenting it as if it were a done deal. It ranks right up there with Publisher's Clearing House ads. And 20% of the Class executing and returning the forms is still less than half of the original dues-paying group who supposedly have been kept fully informed of what a great job he has been doing for them.

II. CONCLUSION

For these and other reasons I object to the Proposed Settlement to about the same degree that I would object to a rattlesnake being brought into the house to catch rats. Its danger to me would be far greater than that of any rodent. There has been no citation in all the filings that I have read that show a precedent for obstructing the straightforward duties and responsibilities of the parties to follow the course of the law of the Railway Labor Act, and thence the applicable Bankruptcy Code.

I therefore respectfully ask and pray that this Court disapprove this Motion For Approval Of Settlement, Class Action. And, inasmuch as this Court would like to finally clear up this matter, I ask the Court to mandate the parties to proceed with the Arbitration with all haste, returning to this proper venue without further delay to have the claims adjudicated before It.

Date: January 15, 2002

Respectfully,

  
J. Trigg Adams

3824 Park Avenue

Miami, Florida 33133

305-665-8904

**CERTIFICATE OF SERVICE**

FILED  
2002 JAN 16 AM 11:22

**I HEREBY CERTIFY** that a true and correct copy of the foregoing Objections to Settlement Agreement was served upon each of the following attorneys in the manner indicated below on January 15, 2002.

U.S. BANKRUPTCY COURT  
DISTRICT OF DELAWARE

**U. S. MAIL**

Myles J. Trailins  
Trailins and Associates  
One Biscayne Tower  
2 S. Biscayne Blvd., #2930  
Miami, FL 33131  
Attorney for the Class

**U. S. MAIL**

Robert S. Brady  
Young, Conaway, Stargatt & Taylor  
The Brandywine Building  
1000 West Street, 17<sup>th</sup> Floor  
Wilmington, DE 19801  
Attorney for the Defendants

By:

  
J. Trigg Adams  
Claimant

# EXHIBIT

# C

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

FILED

2002 JAN 15 AM 10:36

In re:

CONTINENTAL AIRLINES, INC., et. al.,

Debtors

JAMES BALDRIDGE, WILLIAM MANN,  
and LARRY DUNN, individually, and  
as representatives of a class of persons  
similarly situated who are referred to as  
the LPP CLAIMANTS,

Plaintiffs,

v.

CONTINENTAL AIRLINES HOLDINGS,  
INC., CONTINENTAL AIRLINES, INC.  
and SYSTEM ONE HOLDINGS, INC.

Defendants.

CLERK  
U.S. BANKRUPTCY COURT  
OF DELAWARE  
Case No. 90-932  
Chapter 11

Adversary Proceeding  
No. A-99-412

OBJECTIONS TO SETTLEMENT AGREEMENT

In numbered paragraph 1 of the Order scheduling this Settlement Hearing, the court indicated that the purpose for holding this hearing was to give it the opportunity to determine (i) whether the proposed Settlement on the proposed terms and conditions provided for in the Settlement Agreement, is fair, reasonable and adequate; (ii) whether final judgment as provided in Paragraph 7.01 of the Settlement Agreement should be entered thereon should dismiss all claims and causes of actions on the merit, with prejudice and without cost; and, (iii) whether to consider the application of Class Counsel for an award of attorneys' fees and reimbursement of costs and expenses, including Settlement Administration Costs and compensation awards for the Class Representatives. And in numbered paragraph 6 of this Order it is provided that any member may appear at the Settlement Hearing to show cause, if he, she or it has any, as to (i) whether or not the Class Representatives and Class Counsel have represented the Class adequately to satisfy due process, (ii) why the proposed Settlement should or should not be approved as fair, reasonable and adequate, (iii) why a



judgment should or should not be entered thereon, (iv) why Class Counsel should or should not be awarded their requested attorneys' fees, expenses and Settlement Administration Costs; (v) why the Class Representative should not be awarded reasonable compensation.

## DISCUSSION

### Regarding Paragraph 6 (i) above

The undersigned believes that there is sufficient cause to conclude that neither the Class Plaintiffs' nor Class Counsel had adequately represented the undersigned to satisfy due process. This conclusion is fueled by a number of considerations.

CLAIMANTS WERE  
Firstly, the undersigned and approximately 400<sup>1</sup> of the LPP<sup>4</sup> forced into the class certified by this Court on February 3, 2000 were dues paying members of a non profit corporation that had been chartered under the laws of the State of Florida in 1991 for the specific purpose of providing legal representation in proceedings such as this. Class Plaintiffs have been dues paying members and officers of this Florida Corporation and Class Counsel has served as its attorney from almost the day of its incorporation.

Secondly, following District Court and Appeals Court decisions resurrecting an LPP arbitration that had been permanently enjoined by this Court, the Class Plaintiffs and Class Counsel sent a series of letters to the former Eastern pilots, who were paying dues to this corporation assuring them that they would "proceed with the resurrected arbitration and seek seniority integration which would vest the rights of individual pilots to jobs and thus to an identical claim which can be calculated in terms of money damages if the bankruptcy court, over our objection, rejects the right to jobs in favor of payment."<sup>1</sup>

Thirdly, following the February 23, 1998 Supreme Court Order denying Class Counsels and Class Plaintiffs' petition for a writ of certiorari, neither Class Plaintiffs nor Class Counsel took any positive steps to proceed with the LPP arbitration as promised other than to file a second request with the National Mediation Board for a list of names of arbitrators from which a replacement arbitrator could be selected to replace the resigned arbitrator who had conducted LPP arbitration proceedings prior to this Court's injunction shutting it down.<sup>2</sup>

---

<sup>1</sup> See Class Counsel's September 25, 1997 letter to LPP Claimants vs. Continental Airlines: Ruling of the United States Court of Appeals (Exhibit 1).

<sup>2</sup> See Class Counsel's November 2, 1998 letter to the National Mediation Board and the Board's November 10, 1998 response to that letter. Also see an April 1, 1998 letter to Class Counsel from the National Mediation Board acknowledging receipt of a March 15, 1998 request to provide all parties involved in the Eastern Airlines, Inc./Continental Airlines, Inc. and Continental Airlines-

However, in a November 11, 1998 letter to the National Mediation Board signed by Jon A. Geier, with a copy to Class Counsel, requesting a strike panel of arbitrators to conduct the seniority integration arbitration ordered by both the District Court and the Third Circuit, it was noted that the parties had yet to select an arbitrator in part due to discussions underway between Class Counsel and Continental over a possible settlement of the LPP dispute.<sup>3</sup> It was learned after the Class Plaintiffs and Class Counsel had filed the October 12, 1999 complaint seeking Class Certification that they did not intend to participate in any LPP arbitration proceedings after the Supreme Court turned down their petition and, instead, decided to take those steps necessary to force upon the group of former Eastern pilots whom they represented the terms of an agreement in principle that had been reached sometime in 1998 and summarized in a September 20, 1999 letter intended for Class Counsel's eyes only.<sup>4</sup> It is noted that Class Counsel did not file for the declaratory action referred to in paragraph 3(1) of Exhibit 5 until three months after Class Plaintiffs' Adversary Proceeding had been filed.<sup>5</sup>

Considering the fiduciary relationship that the Class Plaintiffs and Class Counsel established with the members of the group involved, coupled with their assurances to these members that the dues that they would be paying to the Corporation following the Third Circuit's decision would be used solely to fund the cost of the resurrected LPP Arbitration, the members of this group were at the least entitled to formal notification sometime after the February 23, 1998 Supreme Court decision and before October 10, 1999 that they had abandoned their promise to represent their interests at an LPP arbitration and that they agreed to a Settlement Agreement that included a provision that for all practical purposes reinstated this Court's permanent injunction that was overturned by both the District Court and Third Circuit Court almost three years earlier. This is especially true since the Class Plaintiffs and Class Counsel intended to invoke Federal Bankruptcy Rule 7023 to enforce the terms of this Settlement Agreement against all the members of the group. Clearly, neither the Class Plaintiffs and Class Counsel have represented the members of this group adequately to satisfy due process. This would be especially true of the Class Plaintiffs who had been appointed to the Labor Merger Committee to make sure that the Labor Arbitration was turned from a promise to a reality.<sup>6</sup>

---

Section 13 LPP Arbitration with a strike list of replacement arbitrators so that you may select an arbitrator and expeditiously proceed with the arbitration (Exhibit 2). e. 3

<sup>3</sup> Copy of this November 11, 1998 letter is reproduced as Exhibit Number 4. Specific attention is directed to Footnote 3 on page 2 of this Exhibit.

<sup>4</sup> This September 20, 1999 letter is reproduced in its entirety as Exhibit Number 5.

<sup>5</sup> See Plaintiffs' March 23, 2000, Motion and Memorandum for Final Summary Judgment.

<sup>6</sup> Notice to the membership that the Board had appointed the Class Plaintiffs to the LPP Merger Committee with the assurance that they would receive reasonable compensation for their services in this capacity, "if – and only if – the arbitration of these LPP Claims resulted in the awarding of jobs or the payment of money to the LPP Claimants. Exhibit No. 6.

**Regarding Paragraph 6 (ii) (iii), (iv) and (v) above**

It is the undersigned's position that the failure of the fiduciaries to give any notice withdrawing from the LPP arbitration is serious enough to render the proposed settlement unfair, unreasonable and inadequate, and provides this Court with adequate reason for withholding judgment thereon, and enough reason why class counsel's request for attorney's fees, expenses and settlement administrative costs should be withheld, and, finally, why these class representatives should not be awarded compensation for services not rendered.

**CONCLUSION**

It is the position of the undersigned that fiduciaries' denial of the undersigned's due process rights in this case were serious enough to nullify the whole process initiated with the filing of the Complaint seeking Class Status and to deny the benefits that would otherwise flow to both the Class Plaintiffs and Class Counsel.

Respectfully Submitted,

  
Ramon E. O'Neill  
Class Member

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing  
Objections to Settlement Agreement was served upon each of the following  
attorneys in the manner indicated below on January 14, 2002.

**FEDERAL EXPRESS**

Myles J. Tralins  
Tralins And Associates  
One Biscayne Tower  
2 S. Biscayne Blvd., #2930  
Miami, FL 33131  
Attorney for the Class

**FEDERAL EXPRESS**

Robert S. Brady  
Young, Conaway, Stargatt & Taylor  
The Brandywine Building  
1000 West Street, 17<sup>th</sup> Floor  
Wilmington, DE 19801  
Attorney for Defendants

By: Ramon E. O'Neill  
Ramon E. O'Neill  
Class Member

EXHIBIT 1

LAW OFFICES  
**TRALINS AND ASSOCIATES**

ONE BISCAYNE TOWER • SUITE 3310  
2 SOUTH BISCAYNE BOULEVARD  
MIAMI, FLORIDA 33131

TELEPHONE (305) 374-3300  
TELEFAX (305) 374-4933

FILED

2002 JAN 15 AM 10:36

CLERK  
U.S. BANKRUPTCY COURT  
DISTRICT OF DELAWARE

September 25, 1997

Re: LPP Claimants vs. Continental Airlines;  
Ruling of the United States Court of Appeals

Dear EPPF Member and LPP Claimant:

The United States Court of Appeals for the Third Circuit recently issued the enclosed decision in our appeal concerning the LPPs.

The Court ruled, as we argued, that *Continental Airlines is required to participate in the National Mediation Board (Kasher) arbitration proceedings.*

The Court ruled, as we argued, that because Continental Airlines did not reject the pilot's Eastern Air Lines collective bargaining agreement under the provisions of Section 1113 of the Bankruptcy Code, and because Continental relied on the agreement to obtain a ruling that the claim for seniority integration could be treated as a right to payment in the bankruptcy court and to obtain backing from investors for its plan of reorganization, that *Continental is bound by the Eastern Air Lines collective bargaining agreement.*

The Court ruled, against our position, that the resolution of the LPP dispute will be treated as a claim in bankruptcy giving rise to a right of payment. In other words, the Court held that *the right to seniority integration is satisfiable by the payment of money damages.*

We requested the Third Circuit to reconsider its decision equating jobs to money in the Petition for Rehearing which is also enclosed. The Court declined to do so.

Accordingly, with the approval of your Board of Directors, we are now preparing a petition to the United States Supreme Court requesting it to exercise its discretionary authority to review that portion of the Third Circuit's ruling which allows the bankruptcy court to replace jobs awarded through seniority integration with money.

The substance of the arguments which will be made to the Supreme Court in asking it to review and reverse the Third Circuit are:

1. The only remedy provided under the EAL collective bargaining agreement in the event of a merger (sale or transfer of assets) is seniority integration and jobs. The Eastern System

Board of Adjustment specifically determined that money is not a substitute for jobs under the contract when it ruled on the scope of the EAL collective bargaining agreement. Indeed, the only parts of the Allegheny Mohawk LPPs which are included in the EAL CBA are the three specific provisions providing jobs because Eastern would not agree to any other form of compensation in the event of a sale or transfer of assets. No other provisions of the Allegheny Mohawk agreement are included in the EAL CBA; thus, the Third Circuit erred in relying on portions of Allegheny Mohawk which are not part of the EAL CBA.

2. Continental is bound by the EAL CBA as Continental did not reject the CBA under Section 1113 of the Bankruptcy Act. The Congressional mandate of 1113 requires that the only way a CBA can be altered, amended or terminated is if 1113 is complied with. The decision allows the bankruptcy court to ignore Congress by altering, amending or terminating a collective bargaining agreement which is binding on CAL.

We anticipate that the Supreme Court will advise us within six to nine months whether it will accept our appeal. If it does, the issues will be fully briefed on the merits and the case will be argued and we will obtain a decision as to whether or not the right to jobs can be satisfied by money.

If the Supreme Court does not accept our appeal, we will proceed with the Kasher arbitration and seek seniority integration which will vest the rights of individual pilots to jobs and thus to an identifiable claim which can be calculated in terms of money damages if the bankruptcy court, over our objection, rejects the right to jobs in favor of payment.

An appeal of the bankruptcy judge's decision may then be taken if it is unwarranted by the evidence. (For example, if no showing is made that the integration of EAL pilots is disruptive to Continental's operations, then a decision relegating jobs to money may not be warranted.)

Finally, the Board has agreed to our retention of a bankruptcy expert to review our rights and remedies under Continental's plan of reorganization so that fully informed decisions can be made at the appropriate time as to how to proceed. As well, subject to Board approval, we shall consult with labor counsel on the integration issues.

If you have any questions concerning this letter or the enclosed decision of the Third Circuit, please write your questions down and fax or mail them to me. I will reply to all questions in a follow up letter to be sent next month.

Very truly yours,

TRALINS AND ASSOCIATES

Myles J. Tralins

MJT:jm

LAW OFFICES

TRALINS AND ASSOCIATES



sent By: TRALINS & ASSOCIATES ;

305 3744933 ;

FEB-25-98 10:31,

EXHIBIT 2

LAW OFFICES  
**TRALINS AND ASSOCIATES**  
ONE BISCAYNE TOWER - SUITE 2310  
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FILED  
2002 JAN 15 AM 10:36  
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3050 TAMPA ROAD  
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PALM HARBOR, FLORIDA 34684  
TELEPHONE (813) 945-2200  
TELEFAX (813) 945-2200

November 2, 1998

*Via Telefax to 202-692-5086*

Carol Conrad  
Senior Assistant  
National Mediation Board  
Washington, D.C. 20572

Re: LPP Claimants/Continental Airlines LPP Arbitration

Dear Ms. Conrad:

This letter confirms my telephone request made last week that we be provided with additional names of mediators with airline LPP and seniority integration experience.

Thank you very much.

Sincerely,

TRALINS AND ASSOCIATES  
Counsel for LPP Claimants

Myles J. Tralins, Esq.

MJT:jm

cc: Jon Geier, Esq., Counsel for Continental Airlines



ent By: TRALINS & ASSOCIATES ;

305 3744933 ;

Feb-25-99 10:51;

Page 5



(202) 692-6000

**NATIONAL MEDIATION BOARD**  
WASHINGTON, D.C. 20572

November 10, 1998

Myles J. Tralins, Esq.  
Counsel for LPP Claimants  
Tralins and Associates  
2 South Biscayne Boulevard  
One Biscayne Tower, Suite 3310  
Miami, FL 33131

Re: LPP Claimants/Continental Airlines LPP Arbitration

Dear Mr. Tralins:

This is in response to exchange of correspondence requesting the National Mediation Board to provide a panel of neutrals for the case listed above, from which the parties may select one to hear the dispute.

The panel is enclosed. Please let us know the name of the neutral selected for the completion of our records.

By direction of the NATIONAL MEDIATION BOARD.

  
Stephen E. Crable  
Chief of Staff

Enclosure

Copy with enclosure:

Jon A. Geier, Esq., Counsel for Continental Airlines

SEC/cmc



(202) 523-5920

**NATIONAL MEDIATION BOARD**  
WASHINGTON, D.C. 20572

EXHIBIT 3

FILED

2002 JAN 15 AM 10:36

CLERK  
U.S. BANKRUPTCY COURT  
DISTRICT OF DELAWARE

April 1, 1998

**Myles J. Tralins, Esq.**  
**TRALINS AND ASSOCIATES**  
**One Biscayne Tower, Suite 3310**  
**2 South Biscayne Boulevard**  
**Miami, Florida 33131**

**Re: Eastern Airlines, Inc./Continental Airlines, Inc.**  
**and Continental Airlines -Section 13 LPP Arbitration**

**Dear Mr. Tralins**

This is in response to your letter of March 15, 1998, requesting the National Mediation Board to provide all parties to the proceeding with a strike list of replacement arbitrators so that you may select an arbitrator and expeditiously proceed with the arbitration.

The panel is enclosed. Please let us know the name of the neutral selected for the completion of our records.

By direction of the NATIONAL MEDIATION BOARD.

  
Stephen E. Crable  
Chief of Staff

**Copies to with Enclosures:**

**Jon A. Geier, Esq., Counsel for Continental Airlines, Inc.**  
**Daniel P. Casey, Esq., Counsel for Continental Airlines, Inc.**  
**John A. McGuinn, Esq., Counsel for Frontier Pilots**  
**Dennis Gordon, Esq., Counsel for Continental Airlines, Inc.**  
**Daniel Katz, Esq., Counsel for People Express Pilots**  
**Louis Meltz, Esq., Counsel for Independent Assn. Of Continental Pilots**  
**Ronald B. Natalie, Esq., Counsel for Eastern Pilots**  
**James L. Linsey, Esq., Counsel for ALPA**

ent By: TRALINS & ASSOCIATES ;

305 3744933 ;

Feb-25-98 10:52;

Page 11

EXHIBIT 4

LAW OFFICES OF  
PAUL, HASTINGS, JANOFSKY & WALKER LLP

A UNITED STATES PARTNERSHIP INCLUDING PROFESSIONAL CORPORATION

ROBERT A. HASTINGS HENRY-0001  
COUNSEL  
LEE G. PAUL  
LEONARD S. JANOFSKY  
CHARLES M. WALKER

1200 PENNSYLVANIA AVENUE, N.W.  
WASHINGTON, D.C. 20004-2800

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400 SPACHTREE ST., N.E., S.W. 2400  
ATLANTA, GEORGIA 30308-2222  
TELEPHONE (404) 518-3400

400 TOWN CENTER DRIVE  
COSTA MESA, CALIFORNIA 92626-1924  
TELEPHONE (714) 928-2200

1500 SOUTH FLOWER STREET  
LOS ANGELES, CALIFORNIA 90071-2311  
TELEPHONE (213) 823-8000

November 11, 1998

WRITER'S DIRECT ADDRESS  
(202)508-9589  
jageicr@phjw.com

**VIA FACSIMILE AND REGULAR MAIL**

Ms. Priscilla Ziegler  
Staff Coordinator, Arbitration  
National Mediation Board  
1301 K Street, N.W., Suite 250E  
Washington, D.C. 20572-0002

Re: Eastern Pilot Merger Committee Request for Arbitration Panel

Dear Ms. Ziegler:

On behalf of Continental Airlines, Inc. ("Continental") this responds to the request by John C. Lenahan that the National Mediation Board supply a panel of arbitrators to conduct a seniority integration arbitration between 300 former Eastern Air Lines, Inc. ("Eastern") pilots and Continental. Mr. Lenahan purports to make his request behalf of an entity called the Eastern Pilots Merger Committee.<sup>1/</sup> Continental objects to and opposes Mr. Lenahan's request on the following grounds: (1) the NMB has already supplied a panel of arbitrators to Myles Tralins, counsel to approximately 300 other former Eastern pilots for the identical dispute entailing Labor Protective Provisions ("LPPs") in effect when Eastern still existed and supplying another panel almost certainly would result in inconsistent arbitration results, and (2) to the extent the EPMC alleges this is a "different" dispute than the one for which Mr. Tralins has sought a panel of arbitrators, Eastern is no longer a carrier covered by the Railway Labor Act and therefore the Board has no authority to perform services.

The Longstanding Eastern LPP Arbitration Already is Underway. The NMB previously supplied a panel of arbitrators in response to the request of certain former Eastern pilots, represented by attorney Myles Tralins, seeking to arbitrate pursuant to the LPP clause of the 1986 collective bargaining agreement between Eastern and the Air Line Pilots Association ("ALPA") (the "Eastern LPPs"). In this arbitration proceeding, the former Eastern pilots assert

<sup>1/</sup> To the extent the EPMC requests an arbitration panel as the "representative" of certain pilots, Continental contests any representative status.

FILED

2002 JAN 15 AM 10:06  
NEW YORK, NEW YORK 10022-4697  
TELEPHONE (212) 318-8000

348 CALIFORNIA STREET  
SAN FRANCISCO, CALIFORNIA 94104-4028  
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DISTRICT OF DELAWARE  
1000 WASHINGTON BOULEVARD  
STAMFORD, CONNECTICUT 06901-8217  
TELEPHONE (203) 861-7400

1200 OCEAN AVENUE  
SANTA MONICA, CALIFORNIA 90401-0708  
TELEPHONE (310) 318-2300

ARK MORI BUILDING, 30TH FLOOR  
12-3E, AKASAKA 1-CHOME  
MINATO-KU, TOKYO 107, JAPAN  
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OUR FILE NO.  
19978.59928

ent By: TRALINS &amp; ASSOCIATES ;

305 3744933 ;

Feb-25-99 10:52;

Page 12/14

PAUL, HASTINGS, JANOFFSKY &amp; WALKER LLP

Ms. Priscilla Ziegler  
November 11 1998  
Page 2

that Eastern somehow "merged" with Continental and thereby triggered a seniority integration proceeding under the Eastern LPPs. The BPMC apparently seeks to arbitrate the same dispute.

By way of background, arbitration of the Eastern LPPs began in proceedings brought by ALPA before arbitrator Richard R. Kasher, who issued a preliminary procedural ruling on August 4, 1992. This arbitration proceeding was long in abeyance, due, first to the Eastern, and then the Continental, bankruptcies and subsequent court proceedings and an ALPA settlement too lengthy to enumerate here. Suffice it to say that on August 29, 1997, the United States Court of Appeals for the Third Circuit affirmed the rulings of the United States District Court for the District of Delaware vacating an injunction against continuation of an arbitration.<sup>2</sup> *In re Continental Airlines, Inc.*, 125 F.3d 120 (3d Cir. 1997), cert. denied, 118 S. Ct. 1049 (1998). Arbitrator Kasher, however declined further participation on the grounds (a) the District Court's decision specifically stated that the Kasher Arbitration was over and that individual pilots would have to begin anew to the extent they had standing and (b) that none of the parties that had selected Mr. Kasher remained in the proceeding. Mr. Tralins, on behalf of his clients, thereafter requested and was provided a panel of arbitrators from the NMB.<sup>3</sup>

The NMB should not supply another panel of arbitrators for the identical dispute. This is not a case where there can be multiple grievances arising out of repeated alleged violations of a single work rule. The question whether Eastern and Continental merged, and how seniority should be integrated, entail's group rights that can, by their very nature, only be resolved once, in a single proceeding. The very language of LPP § 13(a), incorporated by reference into the Eastern-ALPA agreement, provides for a single arbitration proceeding conducted by "an arbitrator selected from a panel of seven names furnished by the National Mediation Board." This panel has already been supplied. If any other former Eastern pilots wish to be heard on this

2/ The Third Circuit also affirmed the District Court's holdings that (a) whether individual pilots had standing to pursue arbitration after ALPA withdrew was a minor dispute for an arbitrator and (b) the bankruptcy LPP claims filed by Eastern pilots were, at best, general unsecured, pre-petition claims not entitled to specific performance or an administrative priority. In addition, before any seniority arbitration proceeding could commence, there would have to be a finding that a merger had in fact occurred. The fact that the Board dismissed the single carrier case brought by the unions representing the former Eastern employees should be dispositive on that question. *In re Eastern Air Lines, Inc.*, 17 N.M.B. 432, 448-50 (1990).

3/ The parties have not yet selected an arbitrator, in part due to discussions between Mr. Tralins and Continental on a possible settlement of this dispute. Because Mr. Tralins' clients were the only former Eastern pilots to timely request a panel of arbitrators from the NMB, he has recently filed a motion in the Delaware Bankruptcy Court seeking to have the LPP claims of all other unresolved LPP claims dismissed for failing to perfect their right to arbitration. The motion remains pending.

Sent By: TRALINS &amp; ASSOCIATES ;

305 3744933 ;

Feb-25-98 10:53;

Page 13/14

PAUL HASTINGS, JANOFSKY &amp; WALKER LLP

Ms. Priscilla Ziegler  
November 11 1998  
Page 3

subject, their recourse is before the arbitrator selected from the panel already provided. Of course, Continental contends that other than the pilots represented by Mr. Tralins, former Eastern pilots failed to timely petition for arbitration.

**The NMB Has No Jurisdiction To Appoint Arbitrators Except in The LPP Dispute That Accrued While Eastern Was Operational.** The LPP arbitration already underway seeks to arbitrate a right that allegedly accrued in the past, under the old Eastern-ALPA collective bargaining agreement. If the EPMC is asserting some right that accrued more recently under the Eastern-ALPA agreement, the controversy is not covered by the Railway Labor Act,<sup>4</sup> and the NMB lacks the power to appoint arbitrators. The NMB has no authority to take any action in such a matter, even the ministerial act of supplying names of arbitrators, because Eastern is no longer a "carrier by air engaged in interstate or foreign commerce . . ." as defined in the Railway Labor Act. 45 U.S.C. § 181. *See RLEA v. Wheeling Acquisition Corp.*, 736 F.Supp. 1397, 1402-03 (E.D.Va. 1990) (company that did not currently own any rail lines or provide any rail services was not a "carrier" under RLA, and had no "employees" under RLA; therefore, controversy not subject to RLA procedures), *aff'd*, 914 F.2d 53, 56 (4<sup>th</sup> Cir. 1990). The NMB's sole statutory authority is to assist the resolution of disputes between "carriers," employees of carriers, and their representatives. E.g. 45 U.S.C. § 155. The NMB zealously guards against involvement in controversies that are not within its statutory mandate. *See The SABRE Group, Inc.*, 25 N.M.B. 466 (1998) (declining to opine whether or not SABRE was subject to the RLA, since the request did not fall in one of the well-recognized areas of NMB activity).

In sum, the NMB has no authority to act in non-carrier disputes and should not respond to the EPMC's request. To do so would undermine the LPP arbitration that is already underway, and delay resolution of a controversy of many years duration.

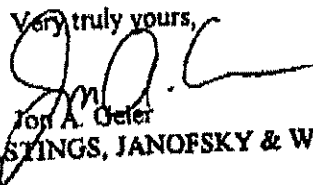
4/ The pilots represented by Mr. Lenehan recently filed a law suit in the District Court for the District of New Jersey seeking a declaration that they "are entitled to two separate, distinct and concurring remedies, namely, (1) enforcement of the [Eastern-ALPA] Collective Bargaining Agreement and the [Eastern] LPPs which require seniority integration plus damages for Continental's failure to comply with the Collective bargaining Agreement and the LPPs subsequent to the confirmation of [Continental's] plan of reorganization, and (2) liquidation of their proofs of claim under the Continental bankruptcy plan of reorganization." This frivolous lawsuit is in contempt both of the order confirming Continental's plan of reorganization and the decision of the Third Circuit.

PAUL HASTINGS, JANOFSKY & WALKER LLP

Ms. Priscilla Ziegler  
November 11 1998  
Page 4

If you have any questions with respect to this letter, please call the undersigned at the number provided above. Thank you for your consideration of this matter.

Very truly yours,



Jon A. Oeler  
of PAUL, HASTINGS, JANOFSKY & WALKER  
Counsel for CONTINENTAL AIRLINES, INC.

cc: John C. Lenahan  
Myles Tralins  
Stephen Crable  
Robin Curtis



**Continental**

EXHIBIT 5



Continental Airlines, Inc.  
41st Floor HQSLG  
1600 Smith Street  
Houston TX 77002

FILED  
Tel 713 324 3000  
Fax 713 324 5161  
2002 JAN 15 AM 10:36

CLERK  
U.S. BANKRUPTCY COURT  
DISTRICT OF DELAWARE  
September 20, 1999

Miles J. Tralins, Esq.  
Tralins & Associates  
One Biscayne Tower, Suite 3310  
2 South Biscayne Tower  
Miami, FL 33131

**CONFIDENTIAL**  
**For Settlement Purposes Only**

Re: *EMPC v. Continental Airlines, Inc.*

Dear Mr. Tralins:

This letter sets forth the terms of a settlement proposal to resolve the labor protective provision claims ("LPP claims") filed by former Eastern Air Lines, Inc. pilots which remain pending and unliquidated in the Continental Airlines, Inc. bankruptcy proceeding. This proposal is made in order to avoid the burden, inconvenience and expense of litigating those claims, including the litigation of a seniority integration arbitration which will be a necessary precedent to liquidating the claims in the Delaware Bankruptcy Court.

In terms of evaluating the settlement proposal set forth below, you should know what Continental's positions would be if, as a result of the seniority integration arbitration, there was any liability (a result which, as you know, Continental does not believe would occur) and the parties were required to litigate the liquidation of the LPP claims. First, it is Continental's position that the LPP claims are subject to a limitation of one year's back pay pursuant to Bankruptcy Code Section 502(b)(7). Second, any damages that would accrue if liability were found would commence, at the latest, as of January 1991 and hence would be based upon the pilot pay structure in place for Continental at that time. Third, the liability to any pilot would depend upon the status they would have had (*i.e.* Captain, First Officer, Second Officer) based upon the integrated seniority list and given Continental's pilot staffing requirements as between January and December 1991. Continental does understand that you disagree with the applicability of the Section 502(b)(7) limitation, and perhaps some of Continental's other positions as well.

However, in order to avoid what could be years longer litigation and to finally resolve these long-pending claims, Continental would propose the following settlement terms:

- (1) If, as a result of the declaratory action we understand you will bring on behalf of all eligible EAL pilots, a final declaratory ruling is issued that the LPP claims are subject to a limitation of one year's back pay pursuant to Bankruptcy Code





Mr. Miles J. Tralins, Esq.  
September 20, 1999  
Page 2

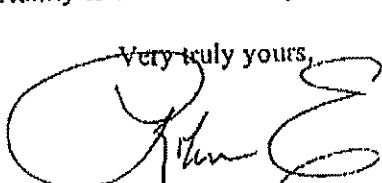
Section 502(b)(7), the bankruptcy estate will grant each former Eastern pilot with an unresolved LPP claim (list to be agreed to by the parties) an agreed claim in the face amount of \$110,000;


- (2) The claims will be paid as are all general unsecured prepetition Class 13 claims under the Reorganization Plan confirmed on April 27, 1993;
- (3) Because this settlement provides a face value claim greater than the one-year 502(b)(7) limitation,<sup>1</sup> settling former Eastern pilots with unresolved LPP claims must agree to sign a general release releasing the bankruptcy estate and Continental and all affiliates or related parties from any claims arising out of the alleged Eastern merger.

Before proceeding to make this offer generally available, we would like to have your agreement that you will endorse the terms of the settlement to the pilots you represent.

If you have any questions, please do not hesitate to call me. I look forward to hearing your response after you have had the opportunity to discuss it with your clients.

Very truly yours,

  
Robin E. Curtis  
Managing Attorney  
Labor and Employment



cc: Jon Geier  
Jim Patton

<sup>1</sup> Pursuant to the Pilot Employment Policy revised August 1, 1990, Ch. 12, effective 4/1/91, the pay scale for a first year captain was \$59.41 per flight hour with a 72 flight hour per month guarantee resulting in an annual salary of \$1,330.24. Of course, the pay scale for first and second officers was substantially lower.

EXHIBIT 6

### **LPP MERGER COMMITTEE APPOINTED**

As most of you know, extensive time and assistance for our legal counsel will be required from LPP Claimant pilot representatives with respect to preparation for and participation in the NMB LPP Arbitration.

For approximately 8 years, your Executive Committee of Larry Dunn, Bill Mann and Jim Baldrige, has provided the overwhelming portion of the work and effort involved in maintaining our organization, looking after its finances, interfacing with our members, gathering information and coordinating efforts on a myriad of fronts with our lawyers and providing pilot representation where and when required.

Fortunately for us, Larry, Bill and Jim have made their time available, even at personal sacrifice or hardship.

The NMB LPP Arbitration will require an even greater commitment of time from our pilot representatives.

Larry, Bill and Jim have agreed to step up to the plate on our behalf and serve as our Merger Committee and your Board is deeply appreciative for their commitment.

Because of these additional and time consuming duties, your Board has decided that if - and only if - the LPP Claims are successful, resulting in the award of jobs or the payment of money to the LPP Claimants, reasonable compensation for that success and their time and effort in making it happen should be provided to Larry, Bill and Jim.

The Board is certain that all of you agree.

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

FILED

2002 JAN 17 AM 11:37

In re:

CONTINENTAL AIRLINES, INC., et. al.,

Debtors

JAMES BALDRIDGE, WILLIAM MANN,  
and LARRY DUNN, individually, and  
as representatives of a class of persons  
similarly situated who are referred to as  
the LPP CLAIMANTS,

Plaintiffs,

v.

CONTINENTAL AIRLINES HOLDINGS,  
INC., CONTINENTAL AIRLINES, INC.  
and SYSTEM ONE HOLDINGS, INC.

Defendants.

Case No. 99-032  
Chapter 11  
CLERK  
BANKRUPTCY COURT  
DISTRICT OF DELAWARE

Adversary Proceeding  
No. A-99-412

OBJECTIONS TO SETTLEMENT AGREEMENT

In numbered paragraph 1 of the Order scheduling this Settlement Hearing, the court indicated that the purpose for holding this hearing was to give it the opportunity to determine (i) whether the proposed Settlement on the proposed terms and conditions provided for in the Settlement Agreement, is fair, reasonable and adequate; (ii) whether final judgment as provided in Paragraph 7.01 of the Settlement Agreement should be entered thereon should dismiss all claims and causes of actions on the merit, with prejudice and without cost; and, (iii) whether to consider the application of Class Counsel for an award of attorneys' fees and reimbursement of costs and expenses, including Settlement Administration Costs and compensation awards for the Class Representatives. And in numbered paragraph 6 of this Order it is provided that any member may appear at the Settlement Hearing to show cause, if he, she or it has any, as to (i) whether or not the Class Representatives and Class Counsel have represented the Class adequately to satisfy due process, (ii) why the proposed Settlement should or should not be approved as fair, reasonable and adequate, (iii) why a

1/17/02  
81

judgment should or should not be entered thereon, (iv) why Class Counsel should or should not be awarded their requested attorneys' fees, expenses and Settlement Administration Costs; (v) why the Class Representative should not be awarded reasonable compensation.

## DISCUSSION

### Regarding Paragraph 6 (i) above

The undersigned believes that there is sufficient cause to conclude that neither the Class Plaintiffs' nor Class Counsel had adequately represented the undersigned to satisfy due process. This conclusion is fueled by a number of considerations.

Firstly, the undersigned and approximately 400 of the LPP<sup>1</sup> forced into the class certified by this Court on February 3, 2000 were dues paying members of a non profit corporation that had been chartered under the laws of the State of Florida in 1991 for the specific purpose of providing legal representation in proceedings such as this.<sup>2</sup> Class Plaintiffs have been dues paying members and officers of this Florida Corporation and Class Counsel has served as its attorney from almost the day of its incorporation.

Secondly, following District Court and Appeals Court decisions resurrecting an LPP arbitration that had been permanently enjoined by this Court, the Class Plaintiffs and Class Counsel sent a series of letters to the former Eastern pilots, who were paying dues to this corporation assuring them that they would "proceed with the resurrected arbitration and seek seniority integration which would vest the rights of individual pilots to jobs and thus to an identical claim which can be calculated in terms of money damages if the bankruptcy court, over our objection, rejects the right to jobs in favor of payment."<sup>1</sup>

Thirdly, following the February 23, 1998 Supreme Court Order denying Class Counsels and Class Plaintiffs' petition for a writ of certiorari, neither Class Plaintiffs nor Class Counsel took any positive steps to proceed with the LPP arbitration as promised other than to file a second request with the National Mediation Board for a list of names of arbitrators from which a replacement arbitrator could be selected to replace the resigned arbitrator who had conducted LPP arbitration proceedings prior to this Court's injunction shutting it down.<sup>2</sup>

<sup>1</sup> See Class Counsel's September 25, 1997 letter to LPP Claimants vs. Continental Airlines; Ruling of the United States Court of Appeals (Exhibit 1).

<sup>2</sup> See Class Counsel's November 2, 1998 letter to the National Mediation Board and the Board's November 10, 1998 response to that letter. Also see an April 1, 1998 letter to Class Counsel from the National Mediation Board acknowledging receipt of a March 15, 1998 request to provide all parties involved in the Eastern Airlines, Inc./Continental Airlines, Inc. and Continental Airlines-

However, in a November 11, 1998 letter to the National Mediation Board signed by Jon A. Geier, with a copy to Class Counsel, requesting a strike panel of arbitrators to conduct the seniority integration arbitration ordered by both the District Court and the Third Circuit, it was noted that the parties had yet to select an arbitrator in part due to discussions underway between Class Counsel and Continental over a possible settlement of the LPP dispute.<sup>3</sup> It was learned after the Class Plaintiffs and Class Counsel had filed the October 12, 1999 complaint seeking Class Certification that they did not intend to participate in any LPP arbitration proceedings after the Supreme Court turned down their petition and, instead, decided to take those steps necessary to force upon the group of former Eastern pilots whom they represented the terms of an agreement in principle that had been reached sometime in 1998 and summarized in a September 20, 1999 letter intended for Class Counsel's eyes only.<sup>4</sup> It is noted that Class Counsel did not file for the declaratory action referred to in paragraph 3(1) of Exhibit 5 until three months after Class Plaintiffs' Adversary Proceeding had been filed.<sup>5</sup>

Considering the fiduciary relationship that the Class Plaintiffs and Class Counsel established with the members of the group involved, coupled with their assurances to these members that the dues that they would be paying to the Corporation following the Third Circuit's decision would be used solely to fund the cost of the resurrected LPP Arbitration, the members of this group were at the least entitled to formal notification sometime after the February 23, 1998 Supreme Court decision and before October 10, 1999 that they had abandoned their promise to represent their interests at an LPP arbitration and that they agreed to a Settlement Agreement that included a provision that for all practical purposes reinstated this Court's permanent injunction that was overturned by both the District Court and Third Circuit Court almost three years earlier. This is especially true since the Class Plaintiffs and Class Counsel intended to invoke Federal Bankruptcy Rule 7023 to enforce the terms of this Settlement Agreement against all the members of the group. Clearly, neither the Class Plaintiffs and Class Counsel have represented the members of this group adequately to satisfy due process. This would be especially true of the Class Plaintiffs who had been appointed to the Labor Merger Committee to make sure that the Labor Arbitration was turned from a promise to a reality.<sup>6</sup>

---

Section 13 LPP Arbitration with a strike list of replacement arbitrators so that you may select an arbitrator and expeditiously proceed with the arbitration (Exhibit 3, e. 3)

<sup>3</sup> Copy of this November 11, 1998 letter is reproduced as Exhibit Number 4. Specific attention is directed to Footnote 3 on page 2 of this Exhibit.

<sup>4</sup> This September 20, 1999 letter is reproduced in its entirety as Exhibit Number 5.

<sup>5</sup> See Plaintiffs' March 23, 2000, Motion and Memorandum for Final Summary Judgment.

<sup>6</sup> Notice to the membership that the Board had appointed the Class Plaintiffs to the LPP Merger Committee with the assurance that they would receive reasonable compensation for their services in this capacity, "if – and only if – the arbitration of these LPP Claims resulted in the awarding of jobs or the payment of money to the LPP Claimants. Exhibit No. 6.


**Regarding Paragraph 6 (ii) (iii), (iv) and (v) above**

It is the undersigned's position that the failure of the fiduciaries to give any notice withdrawing from the LPP arbitration is serious enough to render the proposed settlement unfair, unreasonable and inadequate, and provides this Court with adequate reason for withholding judgment thereon, and enough reason why class counsel's request for attorney's fees, expenses and settlement administrative costs should be withheld, and, finally, why these class representatives should not be awarded compensation for services not rendered.

**CONCLUSION**

It is the position of the undersigned that fiduciaries' denial of the undersigned's due process rights in this case were serious enough to nullify the whole process initiated with the filing of the Complaint seeking Class Status and to deny the benefits that would otherwise flow to both the Class Plaintiffs and Class Counsel.

Respectfully Submitted,

  
Ramon E. O'Neill  
Class Member



**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing  
Objections to Settlement Agreement was served upon each of the following  
attorneys in the manner indicated below on January 14, 2002.

**FEDERAL EXPRESS**

Myles J. Tralins  
Tralins And Associates  
One Biscayne Tower  
2 S. Biscayne Blvd., #2930  
Miami, FL 33131  
Attorney for the Class

**FEDERAL EXPRESS**

Robert S. Brady  
Young, Conaway, Stargatt & Taylor  
The Brandywine Building  
1000 West Street, 17<sup>th</sup> Floor  
Wilmington, DE 19801  
Attorney for Defendants

By: Ramon E. O'Neill  
Ramon E. O'Neill  
Class Member



LAW OFFICES  
**TRATINS AND ASSOCIATES**  
1001 BISCAYNE TOWER • SUITE 3310  
2500 SOUTH BISCAYNE BOULEVARD  
MIAMI, FLORIDA 33131  
TELEPHONE (305) 374-3300  
TELEFAX (305) 374-4933

Exhibit 1

September 25, 1997

Re: LPP Claimants vs. Continental Airlines:  
Ruling of the United States Court of Appeals

Dear EPFF Member and LPP Claimant:

The United States Court of Appeals for the Third Circuit recently issued the enclosed decision in our appeal concerning the LPPs.

The Court ruled, as we argued, that *Continental Airlines is required to participate in the National Mediation Board (Kasher) arbitration proceedings.*

The Court ruled, as we argued, that because Continental Airlines did not reject the pilot's Eastern Air Lines collective bargaining agreement under the provisions of Section 1113 of the Bankruptcy Code, and because Continental relied on the agreement to obtain a ruling that the claim for seniority integration could be treated as a right to payment in the bankruptcy court and to obtain backing from investors for its plan of reorganization, that *Continental is bound by the Eastern Air Lines collective bargaining agreement.*

The Court ruled, against our position, that the resolution of the LPP dispute will be treated as a claim in bankruptcy giving rise to a right of payment. In other words, the Court held that *the right to seniority integration is satisfiable by the payment of money damages.*

We requested the Third Circuit to reconsider its decision equating jobs to money in the Petition for Rehearing which is also enclosed. The Court declined to do so.

Accordingly, with the approval of your Board of Directors, we are now preparing a petition to the United States Supreme Court requesting it to exercise its discretionary authority to review that portion of the Third Circuit's ruling which allows the bankruptcy court to replace jobs awarded through seniority integration with money.

The substance of the arguments which will be made to the Supreme Court in asking it to review and reverse the Third Circuit are:

1. The only remedy provided under the EAL collective bargaining agreement in the event of a merger (sale or transfer of assets) is seniority integration and jobs. The Eastern System

Board of Adjustment specifically determined that money is not a substitute for jobs under the contract when it ruled on the scope of the EAL collective bargaining agreement. Indeed, the only parts of the Allegheny Mohawk LPPs which are included in the EAL CBA are the three specific provisions providing jobs because Eastern would not agree to any other form of compensation in the event of a sale or transfer of assets. No other provisions of the Allegheny Mohawk agreement are included in the EAL CBA; thus, the Third Circuit erred in relying on portions of Allegheny Mohawk which are not part of the EAL CBA.

2. Continental is bound by the EAL CBA as Continental did not reject the CBA under Section 1113 of the Bankruptcy Act. The Congressional mandate of 1113 requires that the only way a CBA can be altered, amended or terminated is if 1113 is complied with. The decision allows the bankruptcy court to ignore Congress by altering, amending or terminating a collective bargaining agreement which is binding on CAL.

We anticipate that the Supreme Court will advise us within six to nine months whether it will accept our appeal. If it does, the issues will be fully briefed on the merits and the case will be argued and we will obtain a decision as to whether or not the right to jobs can be satisfied by money.

If the Supreme Court does not accept our appeal, we will proceed with the Kasher arbitration and seek seniority integration which will vest the rights of individual pilots to jobs and thus to an identifiable claim which can be calculated in terms of money damages if the bankruptcy court, over our objection, rejects the right to jobs in favor of payment.

An appeal of the bankruptcy judge's decision may then be taken if it is unwarranted by the evidence. (For example, if no showing is made that the integration of EAL pilots is disruptive to Continental's operations, then a decision relegating jobs to money may not be warranted.)

Finally, the Board has agreed to our retention of a bankruptcy expert to review our rights and remedies under Continental's plan of reorganization so that fully informed decisions can be made at the appropriate time as to how to proceed. As well, subject to Board approval, we shall consult with labor counsel on the integration issues.

If you have any questions concerning this letter or the enclosed decision of the Third Circuit, please write your questions down and fax or mail them to me. I will reply to all questions in a follow up letter to be sent next month.

Very truly yours,

TRALINS AND ASSOCIATES

Myles J. Tralins

MJT:jm

LAW OFFICES

TRALINS AND ASSOCIATES

Exhibit 2

LAW OFFICES  
**TRALINS AND ASSOCIATES**

ONE BISCAYNE TOWER - SUITE 9310  
2 SOUTH BISCAYNE BOULEVARD  
MIAMI, FLORIDA 33131  
TELEPHONE (305) 374-3300  
TELEFAX (305) 374-4933

CLEARWATER OFFICE  
3050 TAMPA ROAD  
SUITE 103  
PALM HARBOR, FLORIDA 34684  
TELEPHONE (813) 443-2854  
TELEFAX (813) 443-2899

November 2, 1998

*Via Telefax to 202-692-5086*

Carol Conrad  
Senior Assistant  
National Mediation Board  
Washington, D.C. 20572

Re: LPP Claimants/Continental Airlines LPP Arbitration

Dear Ms. Conrad:

This letter confirms my telephone request made last week that we be provided with additional names of mediators with airline LPP and seniority integration experience.

Thank you very much.

Sincerely,

TRALINS AND ASSOCIATES  
Counsel for LPP Claimants

  
Myles J. Tralins, Esq.

MJTjm

cc: Jon Geier, Esq., Counsel for Continental Airlines

ent By: TRALINS & ASSOCIATES



(202) 692-5000

**NATIONAL MEDIATION BOARD**  
WASHINGTON, D.C. 20572

November 10, 1998

Myles J. Tralins, Esq.  
Counsel for LPP Claimants  
Tralins and Associates  
2 South Biscayne Boulevard  
One Biscayne Tower, Suite 3310  
Miami, FL 33131

Re: LPP Claimants/Continental Airlines LPP Arbitration

Dear Mr. Tralins:

This is in response to exchange of correspondence requesting the National Mediation Board to provide a panel of neutrals for the case listed above, from which the parties may select one to hear the dispute.

The panel is enclosed. Please let us know the name of the neutral selected for the completion of our records.

By direction of the NATIONAL MEDIATION BOARD.

  
Stephen E. Crable  
Chief of Staff

Enclosure

Copy with enclosure:

Jon A. Geier, Esq., Counsel for Continental Airlines

SEC/cmc



**NATIONAL MEDIATION BOARD**  
WASHINGTON, D.C. 20572

Exhibit 3

(202) 823-5920

April 1, 1998

**Myles J. Tralins, Esq.**  
**TRALINS AND ASSOCIATES**  
One Biscayne Tower, Suite 3310  
2 South Biscayne Boulevard  
Miami, Florida 33131

**Re: Eastern Airlines, Inc./Continental Airlines, Inc.**  
**and Continental Airlines -Section 13 LPP Arbitration**

**Dear Mr. Tralins**

This is in response to your letter of March 15, 1998, requesting the National Mediation Board to provide all parties to the proceeding with a strike list of replacement arbitrators so that you may select an arbitrator and expeditiously proceed with the arbitration.

The panel is enclosed. Please let us know the name of the neutral selected for the completion of our records.

By direction of the NATIONAL MEDIATION BOARD.

  
Stephen E. Crable  
Chief of Staff

**Copies to with Enclosures:**

**Jon A. Geier, Esq., Counsel for Continental Airlines, Inc.**  
**Daniel P. Casey, Esq., Counsel for Continental Airlines, Inc.**  
**John A. McGulgan, Esq., Counsel for Frontier Pilots**  
**Dennis Gordon, Esq., Counsel for Continental Airlines, Inc.**  
**Daniel Katz, Esq., Counsel for People Express Pilots**  
**Louis Meltz, Esq., Counsel for Independent Assn. Of Continental Pilots**  
**Ronald B. Natalie, Esq., Counsel for Eastern Pilots**  
**James L. Linsey, Esq., Counsel for ALPA**

SENT BY: TRALINS & ASSOCIATES

OUR OFFICE

Exhibit 4

LAW OFFICES OF  
**PAUL, HASTINGS, JANOPSKY & WALKER LLP**

A UNITED STATES PARTNERSHIP INCLUDING PROFESSIONAL CORPORATION

1200 PENNSYLVANIA AVENUE, N.W.

WASHINGTON, D.C. 20004-3400

TELEPHONE (202) 508-9500

FACSIMILE (202) 508-9700

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ROBERT P. HASTINGS (202) 508-9501

LEE D. PAUL

EDWARD S. JANOPSKY

DANIEL M. WALKER

800 PEACHTREE ST., N.E., STE. 2400  
ATLANTA, GEORGIA 30308-2378  
TELEPHONE (404) 518-2400

805 TOWN CENTER DRIVE  
COSTA MESA, CALIFORNIA 92626-1584  
TELEPHONE (714) 668-8809

855 SOUTH FLOWER STREET  
LOS ANGELES, CALIFORNIA 90071-2271  
TELEPHONE (213) 543-8000

November 11, 1998

WRITER'S DIRECT AGENT

(202) 508-9589

jageier@phjw.com

**VIA FACSIMILE AND REGULAR MAIL**

Ms. Priscilla Ziegler  
Staff Coordinator, Arbitration  
National Mediation Board  
1301 K Street, N.W., Suite 250E  
Washington, D.C. 20572-0002

Re: Eastern Pilot Merger Committee Request for Arbitration Panel

Dear Ms. Ziegler:

On behalf of Continental Airlines, Inc. ("Continental") this responds to the request by John C. Lenahan that the National Mediation Board supply a panel of arbitrators to conduct a seniority integration arbitration between 300 former Eastern Air Lines, Inc. ("Eastern") pilots and Continental. Mr. Lenahan purports to make his request behalf of an entity called the Eastern Pilots Merger Committee.<sup>1/</sup> Continental objects to and opposes Mr. Lenahan's request on the following grounds: (1) the NMB has already supplied a panel of arbitrators to Myles Tralins, counsel to approximately 300 other former Eastern pilots for the identical dispute entailing Labor Protective Provisions ("LPPs") in effect when Eastern still existed and supplying another panel almost certainly would result in inconsistent arbitration results, and (2) to the extent the EPMC alleges this is a "different" dispute than the one for which Mr. Tralins has sought a panel of arbitrators, Eastern is no longer a carrier covered by the Railway Labor Act and therefore the Board has no authority to perform services.

**The Longstanding Eastern LPP Arbitration Already is Underway.** The NMB previously supplied a panel of arbitrators in response to the request of certain former Eastern pilots, represented by attorney Myles Tralins, seeking to arbitrate pursuant to the LPP clause of the 1986 collective bargaining agreement between Eastern and the Air Line Pilots Association ("ALPA") (the "Eastern LPPs"). In this arbitration proceeding, the former Eastern pilots assert

1/ To the extent the EPMC requests an arbitration panel as the "representative" of certain pilots, Continental contests any representational status.

335 PARK AVENUE  
NEW YORK, NEW YORK 10022-4807  
TELEPHONE (212) 318-8000

345 CALIFORNIA STREET  
SAN FRANCISCO, CALIFORNIA 94104-5025  
TELEPHONE (415) 398-1600

1088 WASHINGTON BOULEVARD  
STAMFORD, CONNECTICUT 06901-2217  
TELEPHONE (203) 341-7400

1208 OCEAN AVENUE  
SANTA MONICA, CALIFORNIA 90404-1076  
TELEPHONE (310) 319-2300

25th FLOOR BUILDING, 30th FLOOR  
18-22, ARABAKA 1-CHOME  
MINATO-KU, TOKYO 107, JAPAN  
TELEPHONE (33) 3558-4711

OUR FILE NO.

19978.59928



PAUL HASTINGS, JANOFFSKY & WALKER LLP

Ms. Priscilla Ziegler

November 11 1998

Page 2

that Eastern somehow "merged" with Continental and thereby triggered a seniority integration proceeding under the Eastern LPPs. The EPMC apparently seeks to arbitrate the same dispute.

By way of background, arbitration of the Eastern LPPs began in proceedings brought by ALPA before arbitrator Richard R. Kasher, who issued a preliminary procedural ruling on August 4, 1992. This arbitration proceeding was long in abeyance, due, first to the Eastern, and then the Continental, bankruptcies and subsequent court proceedings and an ALPA settlement too lengthy to enumerate here. Suffice it to say that on August 29, 1997, the United States Court of Appeals for the Third Circuit affirmed the rulings of the United States District Court for the District of Delaware vacating an injunction against continuation of an arbitration.<sup>2</sup> *In re Continental Airlines, Inc.*, 125 F.3d 120 (3d Cir. 1997), cert. denied, 118 S. Ct. 1049 (1998). Arbitrator Kasher, however declined further participation on the grounds (a) the District Court's decision specifically stated that the Kasher Arbitration was over and that individual pilots would have to begin anew to the extent they had standing and (b) that none of the parties that had selected Mr. Kasher remained in the proceeding. Mr. Tralins, on behalf of his clients, thereafter requested and was provided a panel of arbitrators from the NMB.<sup>3</sup>

The NMB should not supply another panel of arbitrators for the identical dispute. This is not a case where there can be multiple grievances arising out of repeated alleged violations of a single work rule. The question whether Eastern and Continental merged, and how seniority should be integrated, entail's group rights that can, by their very nature, only be resolved once, in a single proceeding. The very language of LPP § 13(a), incorporated by reference into the Eastern-ALPA agreement, provides for a single arbitration proceeding conducted by "an arbitrator selected from a panel of seven names furnished by the National Mediation Board." This panel has already been supplied. If any other former Eastern pilots wish to be heard on this

2/ The Third Circuit also affirmed the District Court's holdings that (a) whether individual pilots had standing to pursue arbitration after ALPA withdrew was a minor dispute for an arbitrator and (b) the bankruptcy LPP claims filed by Eastern pilots were, at best, general unsecured, pre-petition claims not entitled to specific performance or an administrative priority. In addition, before any seniority arbitration proceeding could commence, there would have to be a finding that a merger had in fact occurred. The fact that the Board dismissed the single carrier case brought by the unions representing the former Eastern employees should be dispositive on that question. *In re Eastern Air Lines, Inc.*, 17 N.M.B. 432, 448-50 (1990).

3/ The parties have not yet selected an arbitrator, in part due to discussions between Mr. Tralins and Continental on a possible settlement of this dispute. Because Mr. Tralins' clients were the only former Eastern pilots to timely request a panel of arbitrators from the NMB, he has recently filed a motion in the Delaware Bankruptcy Court seeking to have the LPP claims of all other unresolved LPP claims dismissed for failing to perfect their right to arbitration. The motion remains pending.



Sent By: TRALINS &amp; ASSOCIATES ;

PAUL HASTINGS, JANOFSKY &amp; WALKER LLP

Ms. Priscilla Ziegler

November 11 1998

Page 3

subject, their recourse is before the arbitrator selected from the panel already provided. Of course, Continental contends that other than the pilots represented by Mr. Tralins, former Eastern pilots failed to timely petition for arbitration.

The NMB Has No Jurisdiction To Appoint Arbitrators Except in The LPP Dispute That Accrued While Eastern Was Operational. The LPP arbitration already underway seeks to arbitrate a right that allegedly accrued in the past, under the old Eastern-ALPA collective bargaining agreement. If the EPMC is asserting some right that accrued more recently under the Eastern-ALPA agreement, the controversy is not covered by the Railway Labor Act,<sup>4</sup> and the NMB lacks the power to appoint arbitrators. The NMB has no authority to take any action in such a matter, even the ministerial act of supplying names of arbitrators, because Eastern is no longer a "carrier by air engaged in interstate or foreign commerce . . ." as defined in the Railway Labor Act. 45 U.S.C. § 181. See *RLEA v. Wheeling Acquisition Corp.*, 736 F.Supp. 1397, 1402-03 (E.D.Va. 1990) (company that did not currently own any rail lines or provide any rail services was not a "carrier" under RLA, and had no "employees" under RLA; therefore, controversy not subject to RLA procedures), *aff'd*, 914 F.2d 53, 56 (4<sup>th</sup> Cir. 1990). The NMB's sole statutory authority is to assist the resolution of disputes between "carriers," employees of carriers, and their representatives. E.g. 45 U.S.C. § 155. The NMB zealously guards against involvement in controversies that are not within its statutory mandate. See *The SABRE Group, Inc.*, 25 N.M.B. 466 (1998) (declining to opine whether or not SABRE was subject to the RLA, since the request did not fall in one of the well-recognized areas of NMB activity).

In sum, the NMB has no authority to act in non-carrier disputes and should not respond to the EPMC's request. To do so would undermine the LPP arbitration that is already underway, and delay resolution of a controversy of many years duration.

<sup>4/</sup> The pilots represented by Mr. Lenehan recently filed a law suit in the District Court for the District of New Jersey seeking a declaration that they "are entitled to two separate, distinct and concurring remedies, namely, (1) enforcement of the [Eastern-ALPA] Collective Bargaining Agreement and the [Eastern] LPPs which require seniority integration plus damages for Continental's failure to comply with the Collective bargaining Agreement and the LPPs subsequent to the confirmation of [Continental's] plan of reorganization, and (2) liquidation of their proofs of claim under the Continental bankruptcy plan of reorganization." This frivolous lawsuit is in contempt both of the order confirming Continental's plan of reorganization and the decision of the Third Circuit.

PAUL, HASTINGS, JANOFSKY & WALKER LLP

Ms. Priscilla Ziegler  
November 11 1998  
Page 4

If you have any questions with respect to this letter, please call the undersigned at the number provided above. Thank you for your consideration of this matter.

Very truly yours,



Jon A. Oeler

of PAUL, HASTINGS, JANOFSKY & WALKER

Counsel for CONTINENTAL AIRLINES, INC.

cc: John C. Lenahan  
Myles Tralins  
Stephen Crable  
Robin Curtis

Continental



Exhibit 5

Continental Airlines, Inc. Tel 713 324 5000  
41st Floor HQSIG Fax 713 324 5161  
1600 Smith Street  
Houston TX 77002

September 20, 1999

Miles J. Tralins, Esq.  
Tralins & Associates  
One Discayne Tower, Suite 3310  
2 South Biscayne Tower  
Miami, FL 33131

**CONFIDENTIAL**  
**For Settlement Purposes Only**

Re: *EMPC v. Continental Airlines, Inc.*

Dear Mr. Tralins:

This letter sets forth the terms of a settlement proposal to resolve the labor protective provision claims ("LPP claims") filed by former Eastern Air Lines, Inc. pilots which remain pending and unliquidated in the Continental Airlines, Inc. bankruptcy proceeding. This proposal is made in order to avoid the burden, inconvenience and expense of litigating those claims, including the litigation of a seniority integration arbitration which will be a necessary precedent to liquidating the claims in the Delaware Bankruptcy Court.

In terms of evaluating the settlement proposal set forth below, you should know what Continental's positions would be if, as a result of the seniority integration arbitration, there was any liability (a result which, as you know, Continental does not believe would occur) and the parties were required to litigate the liquidation of the LPP claims. First, it is Continental's position that the LPP claims are subject to a limitation of one year's back pay pursuant to Bankruptcy Code Section 502(b)(7). Second, any damages that would accrue if liability were found would commence, at the latest, as of January 1991 and hence would be based upon the pilot pay structure in place for Continental at that time. Third, the liability to any pilot would depend upon the status they would have had (*i.e.* Captain, First Officer, Second Officer) based upon the integrated seniority list and given Continental's pilot staffing requirements as between January and December 1991. Continental does understand that you disagree with the applicability of the Section 502(b)(7) limitation, and perhaps some of Continental's other positions as well.

However, in order to avoid what could be years longer litigation and to finally resolve these long-pending claims, Continental would propose the following settlement terms:

- (1) If, as a result of the declaratory action we understand you will bring on behalf of all eligible EAL pilots, a final declaratory ruling is issued that the LPP claims are subject to a limitation of one year's back pay pursuant to Bankruptcy Code



Mr. Miles J. Tralins, Esq.  
September 20, 1999  
Page 2

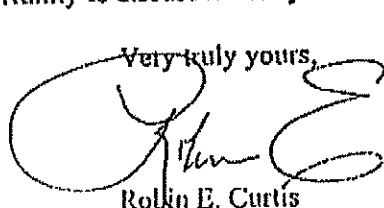
Section 502(b)(7), the bankruptcy estate will grant each former Eastern pilot with an unresolved LPP claim (list to be agreed to by the parties) an agreed claim in the face amount of \$110,000;


- (2) The claims will be paid as are all general unsecured prepetition Class 13 claims under the Reorganization Plan confirmed on April 27, 1993;
- (3) Because this settlement provides a face value claim greater than the one-year 502(b)(7) limitation,<sup>1</sup> settling former Eastern pilots with unresolved LPP claims must agree to sign a general release releasing the bankruptcy estate and Continental and all affiliates or related parties from any claims arising out of the alleged Eastern merger.

Before proceeding to make this offer generally available, we would like to have your agreement that you will endorse the terms of the settlement to the pilots you represent.

If you have any questions, please do not hesitate to call me. I look forward to hearing your response after you have had the opportunity to discuss it with your clients.

Very truly yours,

  
Robin E. Curtis  
Managing Attorney  
Labor and Employment



cc: Jon Geier  
Jim Patton

<sup>1</sup> Pursuant to the Pilot Employment Policy, revised August 1, 1990, Ch. 12, effective 4/1/91, the pay scale for a first year captain was \$59.41 per flight hour with a 72 flight hour per month guarantee resulting in an annual salary of \$51,330.24. Of course, the pay scale for first and second officers was substantially lower.

Exhibit 6

#### **LPP MERGER COMMITTEE APPOINTED**

As most of you know, extensive time and assistance for our legal counsel will be required from LPP Claimant pilot representatives with respect to preparation for and participation in the NMB LPP Arbitration.

For approximately 8 years, your Executive Committee of Larry Dunn, Bill Mann and Jim Baldrige, has provided the overwhelming portion of the work and effort involved in maintaining our organization, looking after its finances, interfacing with our members, gathering information and coordinating efforts on a myriad of fronts with our lawyers and providing pilot representation where and when required.

Fortunately for us, Larry, Bill and Jim have made their time available, even at personal sacrifice or hardship.

The NMB LPP Arbitration will require an even greater commitment of time from our pilot representatives.

Larry, Bill and Jim have agreed to step up to the plate on our behalf and serve as our Merger Committee and your Board is deeply appreciative for their commitment.

Because of these additional and time consuming duties, your Board has decided that if - and only if - the LPP Claims are successful, resulting in the award of jobs or the payment of money to the LPP Claimants, reasonable compensation for that success and their time and effort in making it happen should be provided to Larry, Bill and Jim.

The Board is certain that all of you agree.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing Class Member's Appearance was served upon each of the following attorneys in the manner indicated below on January 16, 2002.

**FEDERAL EXPRESS**

Myles J. Tralins  
Tralins And Associates  
One Biscayne Tower  
2 S. Biscayne Blvd., #2930  
Miami, FL 33131  
Attorney for the Class

**FEDERAL EXPRESS**

Robert S. Brady  
Young, Conaway, Stargatt & Taylor  
The Brandywine Building  
1000 West Street, 17<sup>th</sup> Floor  
Wilmington, DE 19801  
Attorney for Defendants

By: Ramon E. O'Neill  
Ramon E. O'Neill

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

CONTINENTAL AIRLINES, INC., et. al.,

Debtors

JAMES BALDRIDGE, WILLIAM MANN,  
and LARRY DUNN, individually, and  
as representatives of a class of persons  
similarly situated who are referred to as  
the LPP CLAIMANTS,

Plaintiffs,

v.

CONTINENTAL AIRLINES HOLDINGS,  
INC., CONTINENTAL AIRLINES, INC.  
and SYSTEM ONE HOLDINGS, INC.

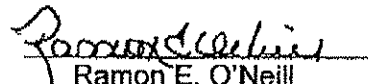
Defendants.

Case No. 90-932  
Chapter 11

Adversary Proceeding  
No. A-99-412

APPEARANCE

Please be advised that the undersigned member of the Class certified by this Court on February 3, 2000 will appear and represent himself at the Settlement Hearing that will be conducted by this Court on January 31, 2002, daytime, in a Court room of the United States Bankruptcy Court for the District of Delaware, 844 King Street, Wilmington, Delaware, to show cause why he believes (i) that the Class Representatives and Class Counsel have not represented the Class adequately to satisfy due process, (ii) why the proposed settlement should not be approved as fair and adequate, (iii) why a judgment should not be entered thereon, (iv) why Class Counsel should not be awarded his requested attorney's fees, expenses and Settlement Administration Costs; (v) why the Class Representatives should not be awarded compensation.

  
Ramon E. O'Neill  
Class Member



# EXHIBIT

# D

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

Case number 90-932

15 JAN 2002  
FILED  
2002 JAN 17 AM 11:31  
CLERK  
US BANKRUPTCY COURT  
DISTRICT OF DELAWARE

OBJECTIONS TO THE SETTLEMENT AGREEMENT

I, *BROWNIE N FARMAN* Easter employee # *37593* preserve my right to  
arbitration as awarded by the Third Circuit Court 125 F.3d 120 ( 3d Cir. 1997).

Respectfully,

*Brownie N Farmman*

Name

Address

*BROWNIE N FARMAN  
1905 SW 128 CT  
MIAMI FL 33177*

*1/17/02  
80*

18905 SW 128 Ct  
Miami, FL 33177

Jan 15 2002

To whom it may concern,

I, Brownie N Inman, Eastern Airline employee number 37593, object to the EAL LPP claimants class action settlement, known also as the Baldrige LPP class action, for the following reasons:

- 1) I was an EAL crew member since March 1989. I was covered under the EAL collective bargaining agreement.
- 2) I was not recognized by CAL under the previous settlement known as the ALPA/CAL settlement. Therefore I was not recognized as a plaintiff then, by CAL.
- 3) Now under the LPP Claimants settlement I am recognized as a plaintiff.
- 4) The CAL estate has manipulated who is a plaintiff, in which settlement, for the enrichment of its own estate.
- 5) This settlement agreement should include for those plaintiffs that were locked out of the participation in the ALPA/CAL agreement the following :
  - a) A right of hire, dated back to the CAL/ALPA agreement.
  - b) Interline passes as they were offered under the ALPA/CAL agreement.
- 6) I am unable to attach any copies of the CAL/EAL settlement, however my attorney Mr. Myles Trailins, the EPFF attorney, in reference to his affidavit of Dec 26 2001 stated he has compared the list of names to verify the accuracy of the ALPA/CAL settlement, therefore he can produce the required documents, regarding the above statement.

*Brownie N Inman*

18905 SW 128 Ct  
Miami, FL 33177

Jan 15 2002

To whom it may concern,

I, Brownie N Inman, Eastern Airline employee number 37593, object to the EAL LPP claimants class action settlement, known also as the Baldrige LPP class action, for the following reasons:

- 1) The EPFF board, which was elected for a one year term approximately seven years ago, has not held subsequent elections, and is therefore illegal and in no way entitled to construct a superior settlement for themselves, ie: 75 thousand dollars vs 8000, without the approval of the membership of EPFF.
- 2) Mr. Myles Trailins, the EPFF attorney, has knowingly and comfortably dealt with this illegal board for years and provided very little consultation or interaction with the membership of EPFF.
- 3) The proposed settlement is satisfactory only to the board and to Mr. Trailins.

*Brownie N Inman*

15 JAN 2002

**OBJECTIONS TO SETTLEMENT AGREEMENT**

I **BROWNIE N. Inman** Eastern Airlines employee # **37593** object to  
EAL LPP Claimants Settlement ; case number 90-932 Chapter 11. For the following  
reasons:

**A. 922 F.2d at 984** (Decided Dec. 21, 1990)

1. The nature of this case has already been decided in **922 F.2d at 984**, ***Ionosphere Club, Inc. [Texas Air / Continental Holdings / Continental Airlines] v. Air Line Pilots Association, International [LPP Claimants]***. As we read the history of the case **922 F. 2d at 987 through 988**; the only difference between the chronological history in this case now in the Third Circuit and the one decided on the Second Circuit is that "on June 21, 1989, Eastern filed a motion in the bankruptcy court to reject the collective bargaining agreement pursuant to 1113. Eastern withdrew that motion on July 26, 1989." The history of this Collective Bargaining Agreement and Continental is straightforward, Continental has always, and will always use every possible means to reject this CBA. Contrary to the Second Circuit decision where Continental was the defendant, Continental is still trying to reject this CBA by manipulating this bankruptcy court in the Third Circuit .
2. The Second Circuit goes through a thorough analysis **922 F. 2d at 989 through 989** regarding the intent by Congress of the enactment of 1113. In this analysis the court even quotes Senator Packwood's statements, one of the sponsors of the Bankruptcy Reform Act of 1984 and the enactment of 1113.
3. The Second Circuit analysis **922 F. 2d at 989 through 989** also makes it very clear that a CBA can only be rejected through the means of 1113. More specifically the

court at **922 F. 2d at 990**, states : We construe subsection 1113(f) quite literally. We hold that it was meant to prohibit the application of any other provision of the Bankruptcy Code [11 U.S.C. 502 (b)(7) ] when the application would permit the debtor to achieve a unilateral termination or modification of a collective bargaining agreement without meeting the requirements of 1113.

***B. In Re: Ionosphere Club, Inc. [Texas Air / Continental Holdings / Continental Airlines] v. Air Line Pilots Association, International [LPP Claimants].  
Docket No. 93-5054 (Decided 1994)***

1. The Second Circuit again analyzes the issue of the co-existence of two sections of the bankruptcy law, Sections 507 and 1113. The court clearly recognizes that the EAL Pilots collective bargaining agreement is not a rejected contract. It clearly upholds its decision on **922 F.2d at 984** which states: We construe subsection 1113(f) quite literally. We hold that it was meant to prohibit the application of any other provision of the Bankruptcy Code [11 U.S.C. 502 (b)(7) ] when the application would permit the debtor to achieve a unilateral termination or modification of a collective bargaining agreement without meeting the requirements of 1113.

**C. 502 (b) (7) Proceedings**

In these proceedings this court comes to the following analysis as a means to determine that the EAL pilots CBA is a rejected contract..

And, Indeed, the Third Circuit made it very clear that the former Eastern pilots should never become employees of Continental:

we are convinced that the particular circumstances of this case might the

enforcement of the equitable remedy of seniority integration impractical such than an alternative money award would be appropriate. The seniority integration sought by the LPP claimants and the group of 31 could potentially result in the displacement of many Continental pilots. Such displacements has the potential to create an environment rife with hostility and low morale, not to mention a detrimental effect on employer-employee relations." In re Continental Airlines, supra, at 136: emphasis supplied.

The intent of the Third Circuit as its writing continues,

The circumstances indicated that seniority integration would not be a feasible remedy and that an alternative remedy of monetary damages would be appropriate. Therefore, we conclude that the right of seniority integration gives rise to a "right of payment" such that the remedy constitutes a "claim" dischargeable in the bankruptcy.

We take care to note the boundaries of our holdings. It is not our purpose to suggest the award the arbitrator should grant, if an award is warranted upon disposition of the LPP dispute. Our holding is limited to how the claims should be treated in bankruptcy. Simply put, we hold that any claim based on an award of seniority integration arising out of the resolution of the LPP dispute will be treated as a claim in bankruptcy giving rise to a right of payment. As such, the right to seniority integration is satisfiable by the payment of money damages."

The above indicates that this Bankruptcy court has taken the decision of the Third Circuit out of contents and reached a decision contrary to the Third Circuit Court opinion. If the Third Circuit intentions was to terminate the CBA, it would have never allowed the



LPP Claimants to pursue arbitration. On the contrary the decision states:

**Accordingly, we conclude that Continental is bound by its prior representations that it has a duty to arbitrate the LPP dispute.**

The 11 U.S.C. 502 (b)(7) only applies to terminated or rejected contracts. The above three decisions upholds that the CBA between the Eastern pilots and Continental as a non-rejected contract. The Third Circuit Decision does not limit the award or rejects the CBA, it merely says that an arbitrator award must be converted to a monetary claim in bankruptcy

**D. Meaningful negotiations between LPP Claimants and Continental**

It has been Continental's position since the filing of their second amended plan of reorganization that:

- a. *The LPP Claims, all of which are based on an alleged duty to conduct seniority integration arbitration, are time-barred because ALPA [LPP Claimants] did not seek a timely judicial determination that Continental had a duty to arbitrate.*

**Not True.** 922 F.2d at 984; *In Re: Ionosphere Club, Inc. [Texas Air /*

*Continental Holdings / Continental Airlines] v. Air Line Pilots Association, International [LPP Claimants]. Docket No. 93-5054) and 125 F. 3d 120 (3d Cir. 1997)*

All three opinions have proved Continental wrong since 1986. Continental since 1986 has pleaded along these and similar grounds

- b. *The attempts to apply the LPPs of the Eastern-ALPA collective bargaining agreement to Continental presents a representation dispute within the exclusive jurisdiction of the National Mediation Board, which has previously*

*dismissed ALPA's petition to declare that Continental and Eastern were "single carries".*

**Not True.** 922 F.2d at 984 *In Re: Ionosphere Club, Inc. [Texas Air / Continental Holdings / Continental Airlines] v. Air Line Pilots Association, International [LPP Claimants]. Docket No. 93-5054 (Decided 1994) and 125 F. 3d 120 (3d Cir. 1997)*

Again, the three opinions have proved Continental wrong. This is not an issue of representation .

*c. There is no basis to conclude that Continental is bound by the LPPs of the Eastern-ALPA agreement or that it has any duty to arbitrate.*

**Not True.** 922 F.2d at 984 *In Re: Ionosphere Club, Inc. [Texas Air / Continental Holdings / Continental Airlines] v. Air Line Pilots Association, International [LPP Claimants]. Docket No. 93-5054 (Decided 1994) and 125 F. 3d 120 (3d Cir. 1997).*

Again, the three opinions have proved Continental wrong. The first opinion which was rendered before the filing of the second amended plan of reorganization by Continental holding Texas Air/Continental Holdings /Continental Airlines had a duty to arbitrate. Before Continental filed the second amended plan of reorganization, Continental was fully aware of its duty to arbitrate, instead it consciously decided to deceive this Bankruptcy court and its creditors. The other two opinions reaffirmed the first opinion.

In a letter from Paul, Hastings, Janorky & Walker LLP dated November 11, 1998, Continental attorneys state "*Continental contends that other than the pilot represented by Mr. Tralins, former Eastern pilots failed to timely petition for arbitration.*" This is absolutely incorrect , as the grievance process continues without abatement until satisfied or withdrawn. Continental is still trying to play a numbers game, trying to reduce the amount of claimants at any cost.. In this letter at footnote #2

Continental admits the following *The Third Circuit also affirmed the District Court's holdings that (a) whether individual pilots had standing to pursue arbitration after ALPA withdrew was a minor dispute for an arbitrator.*

All this litigation has cost me money, at 100 cents on the dollar. With the stagnation of the process some of us have reached the age where we are at the end of our careers. Mr. Myles Tralins is telling us that we should take the settlement and out of our shares pay him and the named plaintiffs. We have proved Continental wrong reasonable negotiations are in order. Continental has fought hard and long to prevent me from exercising my legal right to an arbitration. What this settlement offers does not even come close to a fair compensation, and it improperly voids my right of access to the only legally constituted machinery to process grievances under the Railway Labor Act, which no court can deny me.

*E. The Third Circuit also affirmed the District Court's holdings that (a) whether individual pilots had standing to pursue arbitration after ALPA withdrew was a minor dispute for an arbitrator*

In the same letter from Paul, Hastings, Janorky & Walker LLP dated November 11, 1998.

Continental admits the following *The Third Circuit also affirmed the District Court's holdings that (a) whether individual pilots had standing to pursue arbitration after ALPA withdrew was a minor dispute for an arbitrator.* It clearly means that it is my decision and only my decision to pursue arbitration. It is not the decision of the class plaintiff or class counsel. It is also recognized in this letter by Continental that " *The question whether Eastern and Continental merged, and how seniority should be integrated, entails group rights that can by their nature only be resolved once in a single proceeding. The very language of LPP S 13 (a), incorporated by reference into the Eastern-ALPA agreement, provides for a single arbitration proceeding conducted by "an arbitrator selected from a panel of seven names furnished by the National Mediation Board."*

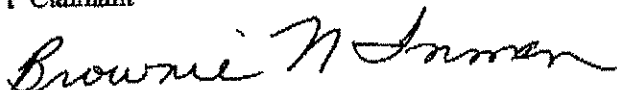
At Continental convenience I have the right to arbitrate under certain circumstances and for other circumstances I do not.

I Eastern Airlines employee # object to

Page 7 of 7

The Third Circuit at 125 F. 3d 120 (3d Cir. 1997) ruled "Accordingly, we conclude that Continental is bound by its prior representations that it has a duty to arbitrate the LPP dispute" This settlement agreement is for the convenience of Continental, Class Counsel (Mr. Tralins) and named Class Representatives [ Baldrige, Dunn & Mann ] and has been exclusively designed by Continental to abrogate my rights, the same rights Mr. Tralins fought against Continental during the ALPA/ Continental agreement. For these reasons I object to this agreement and request this court to preserve my rights to proceed with arbitration.

LPP Claimant



**FILED**

2002 JAN 17 AM 11:31

CLERK  
US BANKRUPTCY COURT  
DISTRICT OF DELAWARE

The following documents published by the US Department of Aviation clearly demonstrate the routes of Eastern Airlines have been merged with those of Continental Airlines. This can be verified at :

download files: car00web.pdf pages 31-39  
carweb01.pdf pages 30-39

**U.S. AIR CARRIER INTERNATIONAL ROUTE AUTHORITY  
ISSUED AS OF NOVEMBER 15, 2000**

**CARRIER REPORT**

Office of International Aviation  
U.S. Air Carrier Licensing Division  
U.S. Department of Aviation  
Washington, D.C. 20595  
Telephone: (202) 366-2406 or 6519

		31			
CONTINENTAL AIRLINES	NADI, FIJI	LONG BEACH, CAL	00-8-19	8/22/00	029F
CONTINENTAL AIRLINES	NADI, FIJI	OAKLAND, CALIFO	00-8-19	8/22/00	029F
CONTINENTAL AIRLINES	NADI, FIJI	ONTARIO, CALIFO	00-8-19	8/22/00	029F
CONTINENTAL AIRLINES	NADI, FIJI	PORTLAND, OREGO	00-8-19	8/22/00	029F
CONTINENTAL AIRLINES	NADI, FIJI	PAGO PAGO, SAMO	00-8-19	8/22/00	029F
CONTINENTAL AIRLINES	NADI, FIJI	SAN DIEGO, CALI	00-8-19	8/22/00	029F
CONTINENTAL AIRLINES	NADI, FIJI	SEATTLE, WASHIN	00-8-19	8/22/00	029F
CONTINENTAL AIRLINES	NADI, FIJI	SAN FRANCISCO,	00-8-19	8/22/00	029F
CONTINENTAL AIRLINES	NADI, FIJI	SAN JOSE, CALIF	00-8-19	8/22/00	029F
CONTINENTAL AIRLINES	FRENCH POLYNESI	HONOLULU, OAHU,	9211046	921124	176
CONTINENTAL AIRLINES	FRENCH POLYNESI	LOS ANGELES, CA	9211046	921124	176
CONTINENTAL AIRLINES	FRENCH POLYNESI	PAGO PAGO, SAMO	9211046	921124	176
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CONTINENTAL AIRLINES	INDONESIA	U.S. POINTS	00-8-19	8/22/00	029F
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CONTINENTAL AIRLINES	WINNIPEG, MAN.,	MINOT, NORTH DA	8612050	861217	073F
<b>CONTINENTAL OR EASTERN</b>					
EASTERN/CONTINENTAL	SAN ANDRES IS.,	FT. LAUDERDALE,	8610057	861027	59
EASTERN/CONTINENTAL	SAN ANDRES IS.,	MIAMI, FLORIDA,	8610057	861027	59
EASTERN/CONTINENTAL	SAN ANDRES IS.,	NEW ORLEANS, LO	8610057	861027	59
EASTERN/CONTINENTAL	SAN ANDRES IS.,	ST. THOMAS, VIRGI	8610057	861027	59
EASTERN/CONTINENTAL	SAN ANDRES IS.,	ST. CROIX, VIRGIN	8610057	861027	59
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EASTERN/CONTINENTAL	FREEPORT, BAHAM	HARTFORD, CT/SP	8610057	861027	110
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EASTERN/CONTINENTAL	GEORGE TOWN, BA	HARTFORD, CT/SP	8610057	861027	110



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EASTERN/CONTINENTAL	GEORGE TOWN, BA	BALTIMORE, MARY	8610057	861027	157
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EASTERN/CONTINENTAL	MARSH HARBOUR,	WEST PALM BEACH	8610057	861027	110
EASTERN/CONTINENTAL	MARSH HARBOUR,	WEST PALM BEACH	8610057	861027	110
EASTERN/CONTINENTAL	MARSH HARBOUR,	PHILADELPHIA, P	8610057	861027	157
EASTERN/CONTINENTAL	MARSH HARBOUR,	TAMPA, FLORIDA,	8610057	861027	110
EASTERN/CONTINENTAL	NASSAU, BAHAMAS	ATLANTA, GEORGI	8610057	861027	110
EASTERN/CONTINENTAL	NASSAU, BAHAMAS	HARTFORD, CT/SP	8610057	861027	110
EASTERN/CONTINENTAL	NASSAU, BAHAMAS	BALTIMORE, MARY	8610057	861027	157
EASTERN/CONTINENTAL	NASSAU, BAHAMAS	CHICAGO, ILLINO	8610057	861027	110
EASTERN/CONTINENTAL	NASSAU, BAHAMAS	CLEVELAND, OHIO	8610057	861027	110
EASTERN/CONTINENTAL	NASSAU, BAHAMAS	NEWARK, NEW JER	8610057	861027	110
EASTERN/CONTINENTAL	NASSAU, BAHAMAS	FT. LAUDERDALE,	8610057	861027	110
EASTERN/CONTINENTAL	NASSAU, BAHAMAS	FT. LAUDERDALE,	8610057	861027	110
EASTERN/CONTINENTAL	NASSAU, BAHAMAS	JACKSONVILLE, F	8610057	861027	110
EASTERN/CONTINENTAL	NASSAU, BAHAMAS	NEW YORK, NEW Y	8610057	861027	110
EASTERN/CONTINENTAL	NASSAU, BAHAMAS	ORLANDO, FLORID	8610057	861027	110
EASTERN/CONTINENTAL	NASSAU, BAHAMAS	MIAMI, FLORIDA,	8610057	861027	110
EASTERN/CONTINENTAL	NASSAU, BAHAMAS	WEST PALM BEACH	8610057	861027	110
EASTERN/CONTINENTAL	NASSAU, BAHAMAS	WEST PALM BEACH	8610057	861027	110
EASTERN/CONTINENTAL	NASSAU, BAHAMAS	PHILADELPHIA, P	8610057	861027	157

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EASTERN/CONTINENTAL	NASSAU, BAHAMAS	TAMPA, FLORIDA,	8610057	861027	110
EASTERN/CONTINENTAL	ROCK SOUND, BAH	ATLANTA, GEORGI	8610057	861027	110
EASTERN/CONTINENTAL	ROCK SOUND, BAH	HARTFORD, CT/SP	8610057	861027	110
EASTERN/CONTINENTAL	ROCK SOUND, BAH	BALTIMORE, MARY	8610057	861027	157
EASTERN/CONTINENTAL	ROCK SOUND, BAH	CHICAGO, ILLINO	8610057	861027	110
EASTERN/CONTINENTAL	ROCK SOUND, BAH	CLEVELAND, OHIO	8610057	861027	110
EASTERN/CONTINENTAL	ROCK SOUND, BAH	NEWARK, NEW JER	8610057	861027	110
EASTERN/CONTINENTAL	ROCK SOUND, BAH	FT. LAUDERDALE,	8610057	861027	110
EASTERN/CONTINENTAL	ROCK SOUND, BAH	FT. LAUDERDALE,	8610057	861027	110
EASTERN/CONTINENTAL	ROCK SOUND, BAH	JACKSONVILLE, F	8610057	861027	110
EASTERN/CONTINENTAL	ROCK SOUND, BAH	NEW YORK, NEW Y	8610057	861027	110
EASTERN/CONTINENTAL	ROCK SOUND, BAH	ORLANDO, FLORID	8610057	861027	110
EASTERN/CONTINENTAL	ROCK SOUND, BAH	MIAMI, FLORIDA,	8610057	861027	110
EASTERN/CONTINENTAL	ROCK SOUND, BAH	WEST PALM BEACH	8610057	861027	110
EASTERN/CONTINENTAL	ROCK SOUND, BAH	WEST PALM BEACH	8610057	861027	110
EASTERN/CONTINENTAL	ROCK SOUND, BAH	PHILADELPHIA, P	8610057	861027	157
EASTERN/CONTINENTAL	ROCK SOUND, BAH	TAMPA, FLORIDA,	8610057	861027	110
EASTERN/CONTINENTAL	TREASURE CAY, B	ATLANTA, GEORGI	8610057	861027	110
EASTERN/CONTINENTAL	TREASURE CAY, B	HARTFORD, CT/SP	8610057	861027	110
EASTERN/CONTINENTAL	TREASURE CAY, B	BALTIMORE, MARY	8610057	861027	157
EASTERN/CONTINENTAL	TREASURE CAY, B	CHICAGO, ILLINO	8610057	861027	110
EASTERN/CONTINENTAL	TREASURE CAY, B	CLEVELAND, OHIO	8610057	861027	110
EASTERN/CONTINENTAL	TREASURE CAY, B	NEWARK, NEW JER	8610057	861027	110
EASTERN/CONTINENTAL	TREASURE CAY, B	FT. LAUDERDALE,	8610057	861027	110
EASTERN/CONTINENTAL	TREASURE CAY, B	FT. LAUDERDALE,	8610057	861027	110
EASTERN/CONTINENTAL	TREASURE CAY, B	JACKSONVILLE, F	8610057	861027	110
EASTERN/CONTINENTAL	TREASURE CAY, B	NEW YORK, NEW Y	8610057	861027	110
EASTERN/CONTINENTAL	TREASURE CAY, B	ORLANDO, FLORID	8610057	861027	110
EASTERN/CONTINENTAL	TREASURE CAY, B	MIAMI, FLORIDA,	8610057	861027	110
EASTERN/CONTINENTAL	TREASURE CAY, B	WEST PALM BEACH	8610057	861027	110
EASTERN/CONTINENTAL	TREASURE CAY, B	WEST PALM BEACH	8610057	861027	110
EASTERN/CONTINENTAL	TREASURE CAY, B	PHILADELPHIA, P	8610057	861027	157
EASTERN/CONTINENTAL	TREASURE CAY, B	TAMPA, FLORIDA,	8610057	861027	110
EASTERN/CONTINENTAL	WEST END, BAHAM	ATLANTA, GEORGI	8610057	861027	110
EASTERN/CONTINENTAL	WEST END, BAHAM	HARTFORD, CT/SP	8610057	861027	110
EASTERN/CONTINENTAL	WEST END, BAHAM	BALTIMORE, MARY	8610057	861027	157
EASTERN/CONTINENTAL	WEST END, BAHAM	CHICAGO, ILLINO	8610057	861027	110
EASTERN/CONTINENTAL	WEST END, BAHAM	CLEVELAND, OHIO	8610057	861027	110
EASTERN/CONTINENTAL	WEST END, BAHAM	NEWARK, NEW JER	8610057	861027	110
EASTERN/CONTINENTAL	WEST END, BAHAM	FT. LAUDERDALE,	8610057	861027	110
EASTERN/CONTINENTAL	WEST END, BAHAM	FT. LAUDERDALE,	8610057	861027	110
EASTERN/CONTINENTAL	WEST END, BAHAM	JACKSONVILLE, F	8610057	861027	110
EASTERN/CONTINENTAL	WEST END, BAHAM	NEW YORK, NEW Y	8610057	861027	110
EASTERN/CONTINENTAL	WEST END, BAHAM	ORLANDO, FLORID	8610057	861027	110
EASTERN/CONTINENTAL	WEST END, BAHAM	MIAMI, FLORIDA,	8610057	861027	110
EASTERN/CONTINENTAL	WEST END, BAHAM	WEST PALM BEACH	8610057	861027	110
EASTERN/CONTINENTAL	WEST END, BAHAM	WEST PALM BEACH	8610057	861027	110
EASTERN/CONTINENTAL	WEST END, BAHAM	PHILADELPHIA, P	8610057	861027	157
EASTERN/CONTINENTAL	WEST END, BAHAM	TAMPA, FLORIDA,	8610057	861027	110
EASTERN/CONTINENTAL	BARBADOS, BARBA	ATLANTA, GEORGI	8801043	880225	59
EASTERN/CONTINENTAL	BARBADOS, BARBA	AGUADILLA, PUER	8801043	880225	59
EASTERN/CONTINENTAL	BARBADOS, BARBA	CLEVELAND, OHIO	8801043	880225	59
EASTERN/CONTINENTAL	BARBADOS, BARBA	NEWARK, NEW JER	8801043	880225	59
EASTERN/CONTINENTAL	BARBADOS, BARBA	FT. LAUDERDALE,	8801043	880225	59
EASTERN/CONTINENTAL	BARBADOS, BARBA	NEW YORK, NEW Y	8801043	880225	59
EASTERN/CONTINENTAL	BARBADOS, BARBA	MAYAGUEZ, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	BARBADOS, BARBA	MIAMI, FLORIDA,	8801043	880225	59
EASTERN/CONTINENTAL	BARBADOS, BARBA	OMAHA, NEBRASKA	8801043	880225	59
EASTERN/CONTINENTAL	BARBADOS, BARBA	PONCE, PUERTO R	8801043	880225	59
EASTERN/CONTINENTAL	BARBADOS, BARBA	SAN JUAN, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	BARBADOS, BARBA	ST. LOUIS, MISS	8801043	880225	59

EASTERN/CONTINENTAL	BARBADOS, BARBA	ST.THOMAS,VIRGI	8801043	880225	59
EASTERN/CONTINENTAL	BARBADOS, BARBA	ST.CROIX,VIRGIN	8801043	880225	59
EASTERN/CONTINENTAL	ANTIGUA, WEST I	ATLANTA, GEORGI	8801043	880225	59
EASTERN/CONTINENTAL	ANTIGUA, WEST I	AGUADILLA, PUER	8801043	880225	59
EASTERN/CONTINENTAL	ANTIGUA, WEST I	CLEVELAND, OHIO	8801043	880225	59
EASTERN/CONTINENTAL	ANTIGUA, WEST I	NEWARK, NEW JER	8801043	880225	59
EASTERN/CONTINENTAL	ANTIGUA, WEST I	FT. LAUDERDALE,	8801043	880225	59
EASTERN/CONTINENTAL	ANTIGUA, WEST I	NEW YORK, NEW Y	8801043	880225	59
EASTERN/CONTINENTAL	ANTIGUA, WEST I	MAYAGUEZ, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	ANTIGUA, WEST I	MIAMI, FLORIDA,	8801043	880225	59
EASTERN/CONTINENTAL	ANTIGUA, WEST I	OMAHA, NEBRASKA	8801043	880225	59
EASTERN/CONTINENTAL	ANTIGUA, WEST I	PONCE, PUERTO R	8801043	880225	59
EASTERN/CONTINENTAL	ANTIGUA, WEST I	SAN JUAN, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	ANTIGUA, WEST I	ST. LOUIS, MISS	8801043	880225	59
EASTERN/CONTINENTAL	ANTIGUA, WEST I	ST.THOMAS,VIRGI	8801043	880225	59
EASTERN/CONTINENTAL	ANTIGUA, WEST I	ST.CROIX,VIRGIN	8801043	880225	59
EASTERN/CONTINENTAL	BERMUDA, ATLANT	ATLANTA, GEORGI	8610057	861027	165
EASTERN/CONTINENTAL	BERMUDA, ATLANT	BALTIMORE, MARY	8610057	861027	165
EASTERN/CONTINENTAL	BERMUDA, ATLANT	CHICAGO, ILLINO	8610057	861027	165
EASTERN/CONTINENTAL	BERMUDA, ATLANT	DETROIT, MICHIG	8610057	861027	165
EASTERN/CONTINENTAL	BERMUDA, ATLANT	NEWARK, NEW JER	8610057	861027	165
EASTERN/CONTINENTAL	BERMUDA, ATLANT	NEW YORK, NEW Y	8610057	861027	165
EASTERN/CONTINENTAL	BERMUDA, ATLANT	MIAMI, FLORIDA,	8610057	861027	165
EASTERN/CONTINENTAL	BERMUDA, ATLANT	PHILADELPHIA, P	8610057	861027	165
EASTERN/CONTINENTAL	BERMUDA, ATLANT	WASHINGTON, D.C	8610057	861027	165
EASTERN/CONTINENTAL	HAVANA, CUBA	FT. LAUDERDALE,	8610057	861027	110
EASTERN/CONTINENTAL	HAVANA, CUBA	WEST PALM BEACH	8610057	861027	110
EASTERN/CONTINENTAL	SANTO DOMINGO,	ATLANTA, GEORGI	8801043	880225	59
EASTERN/CONTINENTAL	SANTO DOMINGO,	AGUADILLA, PUER	8801043	880225	59
EASTERN/CONTINENTAL	SANTO DOMINGO,	CLEVELAND, OHIO	8801043	880225	59
EASTERN/CONTINENTAL	SANTO DOMINGO,	NEWARK, NEW JER	8801043	880225	59
EASTERN/CONTINENTAL	SANTO DOMINGO,	FT. LAUDERDALE,	8801043	880225	59
EASTERN/CONTINENTAL	SANTO DOMINGO,	NEW YORK, NEW Y	8801043	880225	59
EASTERN/CONTINENTAL	SANTO DOMINGO,	MAYAGUEZ, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	SANTO DOMINGO,	MIAMI, FLORIDA,	8801043	880225	59
EASTERN/CONTINENTAL	SANTO DOMINGO,	OMAHA, NEBRASKA	8801043	880225	59
EASTERN/CONTINENTAL	SANTO DOMINGO,	PONCE, PUERTO R	8801043	880225	59
EASTERN/CONTINENTAL	SANTO DOMINGO,	SAN JUAN, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	SANTO DOMINGO,	ST. LOUIS, MISS	8801043	880225	59
EASTERN/CONTINENTAL	SANTO DOMINGO,	ST.THOMAS,VIRGI	8801043	880225	59
EASTERN/CONTINENTAL	SANTO DOMINGO,	ST.CROIX,VIRGIN	8801043	880225	59
EASTERN/CONTINENTAL	GRAND CAYMAN, W	ATLANTA, GEORGI	8801043	880225	59
EASTERN/CONTINENTAL	GRAND CAYMAN, W	AGUADILLA, PUER	8801043	880225	59
EASTERN/CONTINENTAL	GRAND CAYMAN, W	CLEVELAND, OHIO	8801043	880225	59
EASTERN/CONTINENTAL	GRAND CAYMAN, W	NEWARK, NEW JER	8801043	880225	59
EASTERN/CONTINENTAL	GRAND CAYMAN, W	FT. LAUDERDALE,	8801043	880225	59
EASTERN/CONTINENTAL	GRAND CAYMAN, W	NEW YORK, NEW Y	8801043	880225	59
EASTERN/CONTINENTAL	GRAND CAYMAN, W	MAYAGUEZ, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	GRAND CAYMAN, W	MIAMI, FLORIDA,	8801043	880225	59
EASTERN/CONTINENTAL	GRAND CAYMAN, W	OMAHA, NEBRASKA	8801043	880225	59
EASTERN/CONTINENTAL	GRAND CAYMAN, W	PONCE, PUERTO R	8801043	880225	59
EASTERN/CONTINENTAL	GRAND CAYMAN, W	SAN JUAN, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	GRAND CAYMAN, W	ST. LOUIS, MISS	8801043	880225	59
EASTERN/CONTINENTAL	GRAND CAYMAN, W	ST.THOMAS,VIRGI	8801043	880225	59
EASTERN/CONTINENTAL	GRAND CAYMAN, W	ST.CROIX,VIRGIN	8801043	880225	59
EASTERN/CONTINENTAL	POINTE A PITRE,	ATLANTA, GEORGI	8801043	880225	59
EASTERN/CONTINENTAL	POINTE A PITRE,	AGUADILLA, PUER	8801043	880225	59
EASTERN/CONTINENTAL	POINTE A PITRE,	CLEVELAND, OHIO	8801043	880225	59
EASTERN/CONTINENTAL	POINTE A PITRE,	NEWARK, NEW JER	8801043	880225	59
EASTERN/CONTINENTAL	POINTE A PITRE,	FT. LAUDERDALE,	8801043	880225	59
EASTERN/CONTINENTAL	POINTE A PITRE,	NEW YORK, NEW Y	8801043	880225	59



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EASTERN/CONTINENTAL	POINTE A PITRE,	MAYAGUEZ, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	POINTE A PITRE,	MIAMI, FLORIDA,	8801043	880225	59
EASTERN/CONTINENTAL	POINTE A PITRE,	OMAHA, NEBRASKA	8801043	880225	59
EASTERN/CONTINENTAL	POINTE A PITRE,	PONCE, PUERTO R	8801043	880225	59
EASTERN/CONTINENTAL	POINTE A PITRE,	SAN JUAN, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	POINTE A PITRE,	ST. LOUIS, MISS	8801043	880225	59
EASTERN/CONTINENTAL	POINTE A PITRE,	ST.THOMAS,VIRGI	8801043	880225	59
EASTERN/CONTINENTAL	POINTE A PITRE,	ST.CROIX,VIRGIN	8801043	880225	59
EASTERN/CONTINENTAL	PORT AU PRINCE,	ATLANTA, GEORGI	8801043	880225	59
EASTERN/CONTINENTAL	PORT AU PRINCE,	AGUADILLA, PUER	8801043	880225	59
EASTERN/CONTINENTAL	PORT AU PRINCE,	CLEVELAND, OHIO	8801043	880225	59
EASTERN/CONTINENTAL	PORT AU PRINCE,	NEWARK, NEW JER	8801043	880225	59
EASTERN/CONTINENTAL	PORT AU PRINCE,	FT. LAUDERDALE,	8801043	880225	59
EASTERN/CONTINENTAL	PORT AU PRINCE,	NEW YORK, NEW Y	8801043	880225	59
EASTERN/CONTINENTAL	PORT AU PRINCE,	MAYAGUEZ, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	PORT AU PRINCE,	MIAMI, FLORIDA,	8801043	880225	59
EASTERN/CONTINENTAL	PORT AU PRINCE,	OMAHA, NEBRASKA	8801043	880225	59
EASTERN/CONTINENTAL	PORT AU PRINCE,	PONCE, PUERTO R	8801043	880225	59
EASTERN/CONTINENTAL	PORT AU PRINCE,	SAN JUAN, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	PORT AU PRINCE,	ST. LOUIS, MISS	8801043	880225	59
EASTERN/CONTINENTAL	PORT AU PRINCE,	ST.THOMAS,VIRGI	8801043	880225	59
EASTERN/CONTINENTAL	PORT AU PRINCE,	ST.CROIX,VIRGIN	8801043	880225	59
EASTERN/CONTINENTAL	KINGSTON, JAMAI	ATLANTA, GEORGI	8810057	861027	59
EASTERN/CONTINENTAL	KINGSTON, JAMAI	ATLANTA, GEORGI	8801043	880225	59
EASTERN/CONTINENTAL	KINGSTON, JAMAI	AGUADILLA, PUER	8801043	880225	59
EASTERN/CONTINENTAL	KINGSTON, JAMAI	CLEVELAND, OHIO	8801043	880225	59
EASTERN/CONTINENTAL	KINGSTON, JAMAI	NEWARK, NEW JER	8610057	861027	59
EASTERN/CONTINENTAL	KINGSTON, JAMAI	NEWARK, NEW JER	8801043	880225	59
EASTERN/CONTINENTAL	KINGSTON, JAMAI	FT. LAUDERDALE,	8801043	880225	59
EASTERN/CONTINENTAL	KINGSTON, JAMAI	NEW YORK, NEW Y	8801043	880225	59
EASTERN/CONTINENTAL	KINGSTON, JAMAI	NEW YORK, NEW Y	8610057	861027	59
EASTERN/CONTINENTAL	KINGSTON, JAMAI	MAYAGUEZ, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	KINGSTON, JAMAI	MIAMI, FLORIDA,	8801043	880225	59
EASTERN/CONTINENTAL	KINGSTON, JAMAI	OMAHA, NEBRASKA	8801043	880225	59
EASTERN/CONTINENTAL	KINGSTON, JAMAI	PONCE, PUERTO R	8801043	880225	59
EASTERN/CONTINENTAL	KINGSTON, JAMAI	SAN JUAN, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	KINGSTON, JAMAI	ST. LOUIS, MISS	8801043	880225	59
EASTERN/CONTINENTAL	KINGSTON, JAMAI	ST.THOMAS,VIRGI	8801043	880225	59
EASTERN/CONTINENTAL	KINGSTON, JAMAI	ST.CROIX,VIRGIN	8801043	880225	59
EASTERN/CONTINENTAL	KINGSTON, JAMAI	WASHINGTON, D.C	8610057	861027	59
EASTERN/CONTINENTAL	MONTEGO BAY, JA	ATLANTA, GEORGI	8610057	861027	59
EASTERN/CONTINENTAL	MONTEGO BAY, JA	ATLANTA, GEORGI	8801043	880225	59
EASTERN/CONTINENTAL	MONTEGO BAY, JA	AGUADILLA, PUER	8801043	880225	59
EASTERN/CONTINENTAL	MONTEGO BAY, JA	CLEVELAND, OHIO	8801043	880225	59
EASTERN/CONTINENTAL	MONTEGO BAY, JA	NEWARK, NEW JER	8610057	861027	59
EASTERN/CONTINENTAL	MONTEGO BAY, JA	NEWARK, NEW JER	8801043	880225	59
EASTERN/CONTINENTAL	MONTEGO BAY, JA	FT. LAUDERDALE,	8801043	880225	59
EASTERN/CONTINENTAL	MONTEGO BAY, JA	NEW YORK, NEW Y	8801043	880225	59
EASTERN/CONTINENTAL	MONTEGO BAY, JA	NEW YORK, NEW Y	8610057	861027	59
EASTERN/CONTINENTAL	MONTEGO BAY, JA	MAYAGUEZ, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	MONTEGO BAY, JA	MIAMI, FLORIDA,	8801043	880225	59
EASTERN/CONTINENTAL	MONTEGO BAY, JA	OMAHA, NEBRASKA	8801043	880225	59
EASTERN/CONTINENTAL	MONTEGO BAY, JA	PONCE, PUERTO R	8801043	880225	59
EASTERN/CONTINENTAL	MONTEGO BAY, JA	SAN JUAN, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	MONTEGO BAY, JA	ST. LOUIS, MISS	8801043	880225	59
EASTERN/CONTINENTAL	MONTEGO BAY, JA	ST.THOMAS,VIRGI	8801043	880225	59
EASTERN/CONTINENTAL	MONTEGO BAY, JA	ST.CROIX,VIRGIN	8801043	880225	59
EASTERN/CONTINENTAL	MONTEGO BAY, JA	WASHINGTON, D.C	8610057	861027	59
EASTERN/CONTINENTAL	FORT DE FRANCE,	ATLANTA, GEORGI	8801043	880225	59
EASTERN/CONTINENTAL	FORT DE FRANCE,	AGUADILLA, PUER	8801043	880225	59
EASTERN/CONTINENTAL	FORT DE FRANCE,	CLEVELAND, OHIO	8801043	880225	59

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EASTERN/CONTINENTAL	FORT DE FRANCE,	NEWARK, NEW JER	8801043	880225	59
EASTERN/CONTINENTAL	FORT DE FRANCE,	FT. LAUDERDALE,	8801043	880225	59
EASTERN/CONTINENTAL	FORT DE FRANCE,	NEW YORK, NEW Y	8801043	880225	59
EASTERN/CONTINENTAL	FORT DE FRANCE,	MAYAGUEZ, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	FORT DE FRANCE,	MIAMI, FLORIDA,	8801043	880225	59
EASTERN/CONTINENTAL	FORT DE FRANCE,	OMAHA, NEBRASKA	8801043	880225	59
EASTERN/CONTINENTAL	FORT DE FRANCE,	PONCE, PUERTO R	8801043	880225	59
EASTERN/CONTINENTAL	FORT DE FRANCE,	SAN JUAN, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	FORT DE FRANCE,	ST. LOUIS, MISS	8801043	880225	59
EASTERN/CONTINENTAL	FORT DE FRANCE,	ST.THOMAS,VIRGI	8801043	880225	59
EASTERN/CONTINENTAL	FORT DE FRANCE,	ST.CROIX,VIRGIN	8801043	880225	59
EASTERN/CONTINENTAL	CURACAO, NETH.	ATLANTA, GEORGI	8801043	880225	59
EASTERN/CONTINENTAL	CURACAO, NETH.	AGUADILLA, PUER	8801043	880225	59
EASTERN/CONTINENTAL	CURACAO, NETH.	CLEVELAND, OHIO	8801043	880225	59
EASTERN/CONTINENTAL	CURACAO, NETH.	NEWARK, NEW JER	8801043	880225	59
EASTERN/CONTINENTAL	CURACAO, NETH.	FT. LAUDERDALE,	8801043	880225	59
EASTERN/CONTINENTAL	CURACAO, NETH.	NEW YORK, NEW Y	8801043	880225	59
EASTERN/CONTINENTAL	CURACAO, NETH.	MAYAGUEZ, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	CURACAO, NETH.	MIAMI, FLORIDA,	8801043	880225	59
EASTERN/CONTINENTAL	CURACAO, NETH.	OMAHA, NEBRASKA	8801043	880225	59
EASTERN/CONTINENTAL	CURACAO, NETH.	PONCE, PUERTO R	8801043	880225	59
EASTERN/CONTINENTAL	CURACAO, NETH.	SAN JUAN, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	CURACAO, NETH.	ST. LOUIS, MISS	8801043	880225	59
EASTERN/CONTINENTAL	CURACAO, NETH.	ST.THOMAS,VIRGI	8801043	880225	59
EASTERN/CONTINENTAL	CURACAO, NETH.	ST.CROIX,VIRGIN	8801043	880225	59
EASTERN/CONTINENTAL	ST. MAARTEN, NE	ATLANTA, GEORGI	8801043	880225	59
EASTERN/CONTINENTAL	ST. MAARTEN, NE	AGUADILLA, PUER	8801043	880225	59
EASTERN/CONTINENTAL	ST. MAARTEN, NE	CLEVELAND, OHIO	8801043	880225	59
EASTERN/CONTINENTAL	ST. MAARTEN, NE	NEWARK, NEW JER	8801043	880225	59
EASTERN/CONTINENTAL	ST. MAARTEN, NE	FT. LAUDERDALE,	8801043	880225	59
EASTERN/CONTINENTAL	ST. MAARTEN, NE	NEW YORK, NEW Y	8801043	880225	59
EASTERN/CONTINENTAL	ST. MAARTEN, NE	MAYAGUEZ, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	ST. MAARTEN, NE	MIAMI, FLORIDA,	8801043	880225	59
EASTERN/CONTINENTAL	ST. MAARTEN, NE	OMAHA, NEBRASKA	8801043	880225	59
EASTERN/CONTINENTAL	ST. MAARTEN, NE	PONCE, PUERTO R	8801043	880225	59
EASTERN/CONTINENTAL	ST. MAARTEN, NE	SAN JUAN, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	ST. MAARTEN, NE	ST. LOUIS, MISS	8801043	880225	59
EASTERN/CONTINENTAL	ST. MAARTEN, NE	ST.THOMAS,VIRGI	8801043	880225	59
EASTERN/CONTINENTAL	ST. MAARTEN, NE	ST.CROIX,VIRGIN	8801043	880225	59
EASTERN/CONTINENTAL	GRENADA, WINDWA	ATLANTA, GEORGI	8801043	880225	59
EASTERN/CONTINENTAL	GRENADA, WINDWA	AGUADILLA, PUER	8801043	880225	59
EASTERN/CONTINENTAL	GRENADA, WINDWA	CLEVELAND, OHIO	8801043	880225	59
EASTERN/CONTINENTAL	GRENADA, WINDWA	NEWARK, NEW JER	8801043	880225	59
EASTERN/CONTINENTAL	GRENADA, WINDWA	FT. LAUDERDALE,	8801043	880225	59
EASTERN/CONTINENTAL	GRENADA, WINDWA	NEW YORK, NEW Y	8801043	880225	59
EASTERN/CONTINENTAL	GRENADA, WINDWA	MAYAGUEZ, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	GRENADA, WINDWA	MIAMI, FLORIDA,	8801043	880225	59
EASTERN/CONTINENTAL	GRENADA, WINDWA	OMAHA, NEBRASKA	8801043	880225	59
EASTERN/CONTINENTAL	GRENADA, WINDWA	PONCE, PUERTO R	8801043	880225	59
EASTERN/CONTINENTAL	GRENADA, WINDWA	SAN JUAN, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	GRENADA, WINDWA	ST. LOUIS, MISS	8801043	880225	59
EASTERN/CONTINENTAL	GRENADA, WINDWA	ST.THOMAS,VIRGI	8801043	880225	59
EASTERN/CONTINENTAL	GRENADA, WINDWA	ST.CROIX,VIRGIN	8801043	880225	59
EASTERN/CONTINENTAL	ST. KITTS, LEEW	ATLANTA, GEORGI	8801043	880225	59
EASTERN/CONTINENTAL	ST. KITTS, LEEW	AGUADILLA, PUER	8801043	880225	59
EASTERN/CONTINENTAL	ST. KITTS, LEEW	CLEVELAND, OHIO	8801043	880225	59
EASTERN/CONTINENTAL	ST. KITTS, LEEW	NEWARK, NEW JER	8801043	880225	59
EASTERN/CONTINENTAL	ST. KITTS, LEEW	FT. LAUDERDALE,	8801043	880225	59
EASTERN/CONTINENTAL	ST. KITTS, LEEW	NEW YORK, NEW Y	8801043	880225	59
EASTERN/CONTINENTAL	ST. KITTS, LEEW	MAYAGUEZ, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	ST. KITTS, LEEW	MIAMI, FLORIDA,	8801043	880225	59

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EASTERN/CONTINENTAL	ST. KITTS, LEEW	OMAHA, NEBRASKA	8801043	880225	59
EASTERN/CONTINENTAL	ST. KITTS, LEEW	PONCE, PUERTO R	8801043	880225	59
EASTERN/CONTINENTAL	ST. KITTS, LEEW	SAN JUAN, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	ST. KITTS, LEEW	ST. LOUIS, MISS	8801043	880225	59
EASTERN/CONTINENTAL	ST. KITTS, LEEW	ST.THOMAS,VIRGI	8801043	880225	59
EASTERN/CONTINENTAL	ST. KITTS, LEEW	ST.CROIX,VIRGIN	8801043	880225	59
EASTERN/CONTINENTAL	ST. LUCIA, W. I	ATLANTA, GEORGI	8801043	880225	59
EASTERN/CONTINENTAL	ST. LUCIA, W. I	AGUADILLA, PUER	8801043	880225	59
EASTERN/CONTINENTAL	ST. LUCIA, W. I	CLEVELAND, OHIO	8801043	880225	59
EASTERN/CONTINENTAL	ST. LUCIA, W. I	NEWARK, NEW JER	8801043	880225	59
EASTERN/CONTINENTAL	ST. LUCIA, W. I	FT. LAUDERDALE,	8801043	880225	59
EASTERN/CONTINENTAL	ST. LUCIA, W. I	NEW YORK, NEW Y	8801043	880225	59
EASTERN/CONTINENTAL	ST. LUCIA, W. I	MAYAGUEZ, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	ST. LUCIA, W. I	MIAMI, FLORIDA,	8801043	880225	59
EASTERN/CONTINENTAL	ST. LUCIA, W. I	OMAHA, NEBRASKA	8801043	880225	59
EASTERN/CONTINENTAL	ST. LUCIA, W. I	PONCE, PUERTO R	8801043	880225	59
EASTERN/CONTINENTAL	ST. LUCIA, W. I	SAN JUAN, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	ST. LUCIA, W. I	ST. LOUIS, MISS	8801043	880225	59
EASTERN/CONTINENTAL	ST. LUCIA, W. I	ST.THOMAS,VIRGI	8801043	880225	59
EASTERN/CONTINENTAL	ST. LUCIA, W. I	ST.CROIX,VIRGIN	8801043	880225	59
EASTERN/CONTINENTAL	ARUBA, ARUBA	ATLANTA, GEORGI	8801043	880225	59
EASTERN/CONTINENTAL	ARUBA, ARUBA	AGUADILLA, PUER	8801043	880225	59
EASTERN/CONTINENTAL	ARUBA, ARUBA	CLEVELAND, OHIO	8801043	880225	59
EASTERN/CONTINENTAL	ARUBA, ARUBA	NEWARK, NEW JER	8801043	880225	59
EASTERN/CONTINENTAL	ARUBA, ARUBA	FT. LAUDERDALE,	8801043	880225	59
EASTERN/CONTINENTAL	ARUBA, ARUBA	NEW YORK, NEW Y	8801043	880225	59
EASTERN/CONTINENTAL	ARUBA, ARUBA	MAYAGUEZ, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	ARUBA, ARUBA	MIAMI, FLORIDA,	8801043	880225	59
EASTERN/CONTINENTAL	ARUBA, ARUBA	OMAHA, NEBRASKA	8801043	880225	59
EASTERN/CONTINENTAL	ARUBA, ARUBA	PONCE, PUERTO R	8801043	880225	59
EASTERN/CONTINENTAL	ARUBA, ARUBA	SAN JUAN, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	ARUBA, ARUBA	ST. LOUIS, MISS	8801043	880225	59
EASTERN/CONTINENTAL	ARUBA, ARUBA	ST.THOMAS,VIRGI	8801043	880225	59
EASTERN/CONTINENTAL	ARUBA, ARUBA	ST.CROIX,VIRGIN	8801043	880225	59
EASTERN/CONTINENTAL	TRINIDAD & TOBA	ATLANTA, GEORGI	8801043	880225	59
EASTERN/CONTINENTAL	TRINIDAD & TOBA	AGUADILLA, PUER	8801043	880225	59
EASTERN/CONTINENTAL	TRINIDAD & TOBA	CLEVELAND, OHIO	8801043	880225	59
EASTERN/CONTINENTAL	TRINIDAD & TOBA	NEWARK, NEW JER	8801043	880225	59
EASTERN/CONTINENTAL	TRINIDAD & TOBA	FT. LAUDERDALE,	8801043	880225	59
EASTERN/CONTINENTAL	TRINIDAD & TOBA	NEW YORK, NEW Y	8801043	880225	59
EASTERN/CONTINENTAL	TRINIDAD & TOBA	MAYAGUEZ, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	TRINIDAD & TOBA	MIAMI, FLORIDA,	8801043	880225	59
EASTERN/CONTINENTAL	TRINIDAD & TOBA	OMAHA, NEBRASKA	8801043	880225	59
EASTERN/CONTINENTAL	TRINIDAD & TOBA	PONCE, PUERTO R	8801043	880225	59
EASTERN/CONTINENTAL	TRINIDAD & TOBA	SAN JUAN, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	TRINIDAD & TOBA	ST. LOUIS, MISS	8801043	880225	59
EASTERN/CONTINENTAL	TRINIDAD & TOBA	ST.THOMAS,VIRGI	8801043	880225	59
EASTERN/CONTINENTAL	TRINIDAD & TOBA	ST.CROIX,VIRGIN	8801043	880225	59
EASTERN/CONTINENTAL	CHILE	U.S. POINTS	8610057	861027	131
EASTERN/CONTINENTAL	BARRANQUILLA, C	ATLANTA, GEORGI	8801043	880225	59
EASTERN/CONTINENTAL	BARRANQUILLA, C	AGUADILLA, PUER	8801043	880225	59
EASTERN/CONTINENTAL	BARRANQUILLA, C	CLEVELAND, OHIO	8801043	880225	59
EASTERN/CONTINENTAL	BARRANQUILLA, C	NEWARK, NEW JER	8801043	880225	59
EASTERN/CONTINENTAL	BARRANQUILLA, C	FT. LAUDERDALE,	8801043	880225	59
EASTERN/CONTINENTAL	BARRANQUILLA, C	NEW YORK, NEW Y	8801043	880225	59
EASTERN/CONTINENTAL	BARRANQUILLA, C	MAYAGUEZ, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	BARRANQUILLA, C	MIAMI, FLORIDA,	8801043	880225	59
EASTERN/CONTINENTAL	BARRANQUILLA, C	OMAHA, NEBRASKA	8801043	880225	59
EASTERN/CONTINENTAL	BARRANQUILLA, C	PONCE, PUERTO R	8801043	880225	59
EASTERN/CONTINENTAL	BARRANQUILLA, C	SAN JUAN, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	BARRANQUILLA, C	ST. LOUIS, MISS	8801043	880225	59



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EASTERN/CONTINENTAL	BARRANQUILLA, C	ST. THOMAS, VIRGI	8801043	880225	59
EASTERN/CONTINENTAL	BARRANQUILLA, C	ST. CROIX, VIRGIN	8801043	880225	59
EASTERN/CONTINENTAL	BELGIUM	U.S. POINTS	8610057	861027	165
EASTERN/CONTINENTAL	GERMANY (WEST)	U.S. POINTS	8610057	861027	165
EASTERN/CONTINENTAL	LUXEMBOURG	U.S. POINTS	8610057	861027	165
EASTERN/CONTINENTAL	NETHERLANDS	U.S. POINTS	8610057	861027	165
EASTERN/CONTINENTAL	SWITZERLAND	U.S. POINTS	8610057	861027	165
EASTERN/CONTINENTAL	TEL AVIV-YAFO,	U.S. POINTS	8610057	861027	165
EASTERN/CONTINENTAL	JORDAN	U.S. POINTS	8610057	861027	165
EASTERN/CONTINENTAL	OTTAWA, ONTARIO	ALLEN TOWN, PENN	9110035	861027	071F
EASTERN/CONTINENTAL	OTTAWA, ONTARIO	SCRANTON/WILKES	9110035	861027	071F
EASTERN/CONTINENTAL	OTTAWA, ONTARIO	PHILADELPHIA, P	9110035	861027	071F
EASTERN/CONTINENTAL	OTTAWA, ONTARIO	SYRACUSE, NEW Y	9110035	861027	071F
EASTERN/CONTINENTAL	TORONTO, ONTARI	ALBANY, NEW YOR	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	ATLANTA, GEORGI	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	AUGUSTA, MAINE,	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	BIRMINGHAM, ALA	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	BOSTON,	9110034	911017	148
		MASSACH			
EASTERN/CONTINENTAL	TORONTO, ONTARI	BALTIMORE, MARY	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	COLUMBIA, SOUTH	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	AKRON/CANTON, O	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	CHATTANOOGA, TE	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	CHICAGO, ILLINO	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	CHARLESTON, SOU	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	CLEVELAND, OHIO	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	CHARLOTTE, NORT	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	COLUMBUS, OHIO,	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	CORPUS CHRISTI,	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	COLUMBUS,	9110034	911017	148
		GEORG			
EASTERN/CONTINENTAL	TORONTO, ONTARI	CINCINNATI, OHI	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	DAYTONA BEACH,	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	DETROIT, MICHIG	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	EVANSVILLE, IND	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	FT. LAUDERDALE,	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	GAINESVILLE, FL	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	GREENSBORO/HIG	9110034	911017	148
		H			
EASTERN/CONTINENTAL	TORONTO, ONTARI	GREENVILLE/SPAR	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	HARTFORD, CT/SP	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	HOUSTON, TEXAS,	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	NEW HAVEN, CONN	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	INDIANAPOLIS, I	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	JACKSONVILLE, F	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	LEXINGTON/FRANK	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	MONTGOMERY,	9110034	911017	148
		ALA			
EASTERN/CONTINENTAL	TORONTO, ONTARI	MIAMI, FLORIDA,	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	MILWAUKEE, WISC	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	MELBOURNE, FLOR	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	MOBILE, ALABAMA	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	MINNEAPOLIS/ST.	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	NEW ORLEANS, LO	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	NEW YORK, NEW Y	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	ORLANDO, FLORID	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	WEST PALM BEACH	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	PHILADELPHIA, P	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	PENSACOLA, FLOR	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	PROVIDENCE, RHO	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	RALEIGH/DURHAM,	9110034	911017	148



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EASTERN/CONTINENTAL	TORONTO, ONTARI	RICHMOND, VIRGI	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	ROANOKE, VIRGIN	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	SAN ANTONIO, TE	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	LOUISVILLE, KEN	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	SARASOTA/BRADE	9110034	911017	148
		N			
EASTERN/CONTINENTAL	TORONTO, ONTARI	ST. LOUIS, MISS	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	TOLEDO, OHIO, U	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	TAMPA, FLORIDA,	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	WASHINGTON, D.C	9110034	911017	148
EASTERN/CONTINENTAL	MONTREAL, QUEBE	ALLEN TOWN, PENN	9110035	861027	071F
EASTERN/CONTINENTAL	MONTREAL, QUEBE	SCRANTON/WILKES	9110035	861027	071F
EASTERN/CONTINENTAL	MONTREAL, QUEBE	PHILADELPHIA, P	9110035	861027	071F
EASTERN/CONTINENTAL	MONTREAL, QUEBE	SYRACUSE, NEW Y	9110035	861027	071F
DELTA AIR LINES					
DELTA AIR LINES	COSTA RICA	U.S. POINTS	99-2-8	2/5/99	152
DELTA AIR LINES	EL SALVADOR	U.S. POINTS	99-2-8	2/5/99	152
DELTA AIR LINES	GUATEMALA	U.S. POINTS	99-2-8	2/5/99	152
DELTA AIR LINES	HONDURAS	U.S. POINTS	99-2-8	2/5/99	152
DELTA AIR LINES	NICARAGUA	U.S. POINTS	99-2-8	2/5/99	152
DELTA AIR LINES	CANCUN, MEXICO	ATLANTA, GA	00-5-31	5/30/00	562
DELTA AIR LINES	COZUMEL, MEXICO	ATLANTA, GA	00-5-31	5/30/00	562
DELTA AIR LINES	GUADALAJARA	ATLANTA, GA	00-5-31	5/30/00	562
DELTA AIR LINES	MEXICO CITY	ATLANTA, GA	00-5-31	5/30/00	562
DELTA AIR LINES	MONTERREY, MEXICO	ATLANTA, GA	00-5-31	5/30/00	562
DELTA AIR LINES	CANCUN, MEXICO	DALLAS/FT. WORTH	00-5-31	5/30/00	562
DELTA AIR LINES	MEXICO CITY	DALLAS/FT. WORTH	00-5-31	5/30/00	562
DELTA AIR LINES	CANCUN, MEXICO	HOUSTON, TX	00-5-31	5/30/00	562
DELTA AIR LINES	MEXICO CITY	HOUSTON, TX	00-5-31	5/30/00	562
DELTA AIR LINES	VILLAHERMOSA	HOUSTON, TX	00-5-31	5/30/00	562
DELTA AIR LINES	MEXICO CITY	LAS VEGAS, NV	00-5-31	5/30/00	562
DELTA AIR LINES	AGUASCALIENTES	LOS ANGELES, CA	00-5-31	5/30/00	562
DELTA AIR LINES	HERMOSILLO,	LOS ANGELES, CA	00-5-31	5/30/00	562
	MEXICO				
DELTA AIR LINES	LEON, MEXICO	LOS ANGELES, CA	00-5-31	5/30/00	562
DELTA AIR LINES	PUERTO VALLARTA	LOS ANGELES, CA	00-5-31	5/30/00	562
DELTA AIR LINES	CANCUN, MEXICO	MIAMI, FL	00-5-31	5/30/00	562
DELTA AIR LINES	MERIDA, MEXICO	MIAMI, FL	00-5-31	5/30/00	562
DELTA AIR LINES	MEXICO CITY	MIAMI, FL	00-5-31	5/30/00	562
DELTA AIR LINES	CANCUN, MEXICO	NEW ORLEANS, LA	00-5-31	5/30/00	562
DELTA AIR LINES	CANCUN, MEXICO	NEW YORK, NY	00-5-31	5/30/00	562
DELTA AIR LINES	MEXICO CITY	NEW	00-5-31	5/30/00	562
		YORK/NEWARK			
DELTA AIR LINES	MEXICO CITY	ORLANDO, FL	00-5-31	5/30/00	562
DELTA AIR LINES	GUADALAJARA,	PHOENIX, AZ	00-5-31	5/30/00	562
	MEXICO				
DELTA AIR LINES	GUAYMAS, MEXICO	PHOENIX, AZ	00-5-31	5/30/00	562
DELTA AIR LINES	HERMOSILLO,	PHOENIX, AZ	00-5-31	5/30/00	562
	MEXICO				
DELTA AIR LINES	MEXICO CITY	PHOENIX, AZ	00-5-31	5/30/00	562
DELTA AIR LINES	MEXICO CITY	SAN DIEGO, CA	00-5-31	5/30/00	562
DELTA AIR LINES	SAN JOSE DEL CABO	SAN DIEGO, CA	00-5-31	5/30/00	562
DELTA AIR LINES	MEXICO CITY, ME	LOS ANGELES, CA	9205020	920617	630
DELTA AIR LINES	ACAPULCO, MEXIC	LOS ANGELES, CA	9205020	920617	630
DELTA AIR LINES	GUADALAJARA, ME	LOS ANGELES, CA	9205020	920617	630
DELTA AIR LINES	LEON, MEXICO	ATLANTA, GA	N00-7390	6/5/00	EXEM
DELTA AIR LINES	SAN JOSE DEL CABO,	ATLANTA, GA	N00-7390	6/5/00	EXEM
	MEXICO				
DELTA AIR LINES	MEXICO CITY, ME	LOS ANGELES, CA	9205020	920617	630
DELTA AIR LINES	PANAMA REPUBLIC	U.S. POINTS	99-2-8	2/5/99	152

**U.S. AIR CARRIER INTERNATIONAL ROUTE AUTHORITY  
ISSUED AS OF NOVEMBER 1, 2001**

**CARRIER REPORT**

Office of International Aviation  
U.S. Air Carrier Licensing Division  
U.S. Department of Aviation  
Washington, D.C. 20595  
Telephone: (202) 366-2406 or 6519

EASTERN/CONTINENTAL	FREEPORT, BAHAM	CLEVELAND, OHIO	8610057	861027	110
EASTERN/CONTINENTAL	FREEPORT, BAHAM	NEWARK, NJ	8610057	861027	110
EASTERN/CONTINENTAL	FREEPORT, BAHAM	FT. LAUDERDALE,	8610057	861027	110
EASTERN/CONTINENTAL	FREEPORT, BAHAM	FT. LAUDERDALE,	8610057	861027	110
EASTERN/CONTINENTAL	FREEPORT, BAHAM	JACKSONVILLE, F	8610057	861027	110
EASTERN/CONTINENTAL	FREEPORT, BAHAM	NEW YORK, NY	8610057	861027	110
EASTERN/CONTINENTAL	FREEPORT, BAHAM	ORLANDO, FLORID	8610057	861027	110
EASTERN/CONTINENTAL	FREEPORT, BAHAM	MIAMI, FLORIDA,	8610057	861027	110
EASTERN/CONTINENTAL	FREEPORT, BAHAM	WEST PALM BEACH	8610057	861027	110
EASTERN/CONTINENTAL	FREEPORT, BAHAM	WEST PALM BEACH	8610057	861027	110
EASTERN/CONTINENTAL	FREEPORT, BAHAM	PHILADELPHIA, P	8610057	861027	157
EASTERN/CONTINENTAL	FREEPORT, BAHAM	TAMPA, FLORIDA,	8610057	861027	110
EASTERN/CONTINENTAL	GEORGE TOWN, BA	ATLANTA, GEORGI	8610057	861027	110
EASTERN/CONTINENTAL	GEORGE TOWN, BA	HARTFORD, CT/SP	8610057	861027	110
EASTERN/CONTINENTAL	GEORGE TOWN, BA	BALTIMORE, MARY	8610057	861027	157
EASTERN/CONTINENTAL	GEORGE TOWN, BA	CHICAGO, ILLINO	8610057	861027	110
EASTERN/CONTINENTAL	GEORGE TOWN, BA	CLEVELAND, OHIO	8610057	861027	110
EASTERN/CONTINENTAL	GEORGE TOWN, BA	NEWARK, NJ	8610057	861027	110
EASTERN/CONTINENTAL	GEORGE TOWN, BA	FT. LAUDERDALE,	8610057	861027	110
EASTERN/CONTINENTAL	GEORGE TOWN, BA	FT. LAUDERDALE,	8610057	861027	110
EASTERN/CONTINENTAL	GEORGE TOWN, BA	JACKSONVILLE, F	8610057	861027	110
EASTERN/CONTINENTAL	GEORGE TOWN, BA	NEW YORK, NY	8610057	861027	110
EASTERN/CONTINENTAL	GEORGE TOWN, BA	ORLANDO, FLORID	8610057	861027	110
EASTERN/CONTINENTAL	GEORGE TOWN, BA	MIAMI, FLORIDA,	8610057	861027	110
EASTERN/CONTINENTAL	GEORGE TOWN, BA	WEST PALM BEACH	8610057	861027	110
EASTERN/CONTINENTAL	GEORGE TOWN, BA	WEST PALM BEACH	8610057	861027	110
EASTERN/CONTINENTAL	GEORGE TOWN, BA	PHILADELPHIA, P	8610057	861027	157
EASTERN/CONTINENTAL	GEORGE TOWN, BA	TAMPA, FLORIDA,	8610057	861027	110
EASTERN/CONTINENTAL	GREAT HARBOUR C	ATLANTA, GEORGI	8610057	861027	110
EASTERN/CONTINENTAL	GREAT HARBOUR C	HARTFORD, CT/SP	8610057	861027	110
EASTERN/CONTINENTAL	GREAT HARBOUR C	BALTIMORE, MARY	8610057	861027	157
EASTERN/CONTINENTAL	GREAT HARBOUR C	CHICAGO, ILLINO	8610057	861027	110
EASTERN/CONTINENTAL	GREAT HARBOUR C	CLEVELAND, OHIO	8610057	861027	110
EASTERN/CONTINENTAL	GREAT HARBOUR C	NEWARK, NJ	8610057	861027	110
EASTERN/CONTINENTAL	GREAT HARBOUR C	FT. LAUDERDALE,	8610057	861027	110
EASTERN/CONTINENTAL	GREAT HARBOUR C	FT. LAUDERDALE,	8610057	861027	110
EASTERN/CONTINENTAL	GREAT HARBOUR C	JACKSONVILLE, F	8610057	861027	110
EASTERN/CONTINENTAL	GREAT HARBOUR C	NEW YORK, NY	8610057	861027	110
EASTERN/CONTINENTAL	GREAT HARBOUR C	ORLANDO, FLORID	8610057	861027	110
EASTERN/CONTINENTAL	GREAT HARBOUR C	MIAMI, FLORIDA,	8610057	861027	110
EASTERN/CONTINENTAL	GREAT HARBOUR C	WEST PALM BEACH	8610057	861027	110
EASTERN/CONTINENTAL	GREAT HARBOUR C	WEST PALM BEACH	8610057	861027	110
EASTERN/CONTINENTAL	GREAT HARBOUR C	PHILADELPHIA, P	8610057	861027	157
EASTERN/CONTINENTAL	GREAT HARBOUR C	TAMPA, FLORIDA,	8610057	861027	110
EASTERN/CONTINENTAL	MARSH HARBOUR,	ATLANTA, GEORGI	8610057	861027	110
EASTERN/CONTINENTAL	MARSH HARBOUR,	HARTFORD, CT/SP	8610057	861027	110
EASTERN/CONTINENTAL	MARSH HARBOUR,	BALTIMORE, MARY	8610057	861027	157
EASTERN/CONTINENTAL	MARSH HARBOUR,	CHICAGO, ILLINO	8610057	861027	110
EASTERN/CONTINENTAL	MARSH HARBOUR,	CLEVELAND, OHIO	8610057	861027	110
EASTERN/CONTINENTAL	MARSH HARBOUR,	NEWARK, NJ	8610057	861027	110
EASTERN/CONTINENTAL	MARSH HARBOUR,	FT. LAUDERDALE,	8610057	861027	110
EASTERN/CONTINENTAL	MARSH HARBOUR,	FT. LAUDERDALE,	8610057	861027	110
EASTERN/CONTINENTAL	MARSH HARBOUR,	JACKSONVILLE, F	8610057	861027	110
EASTERN/CONTINENTAL	MARSH HARBOUR,	NEW YORK, NY	8610057	861027	110
EASTERN/CONTINENTAL	MARSH HARBOUR,	ORLANDO, FLORID	8610057	861027	110
EASTERN/CONTINENTAL	MARSH HARBOUR,	MIAMI, FLORIDA,	8610057	861027	110

EASTERN/CONTINENTAL	MARSH HARBOUR,	WEST PALM BEACH	8610057	861027	110
EASTERN/CONTINENTAL	MARSH HARBOUR,	WEST PALM BEACH	8610057	861027	110
EASTERN/CONTINENTAL	MARSH HARBOUR,	PHILADELPHIA, P	8610057	861027	157
EASTERN/CONTINENTAL	MARSH HARBOUR,	TAMPA, FLORIDA,	8610057	861027	110
EASTERN/CONTINENTAL	NASSAU, BAHAMAS	ATLANTA, GEORGI	8610057	861027	110
EASTERN/CONTINENTAL	NASSAU, BAHAMAS	HARTFORD, CT/SP	8610057	861027	110
EASTERN/CONTINENTAL	NASSAU, BAHAMAS	BALTIMORE, MARY	8610057	861027	157
EASTERN/CONTINENTAL	NASSAU, BAHAMAS	CHICAGO, ILLINO	8610057	861027	110
EASTERN/CONTINENTAL	NASSAU, BAHAMAS	CLEVELAND, OHIO	8610057	861027	110
EASTERN/CONTINENTAL	NASSAU, BAHAMAS	NEWARK, NJ	8610057	861027	110
EASTERN/CONTINENTAL	NASSAU, BAHAMAS	FT. LAUDERDALE,	8610057	861027	110
EASTERN/CONTINENTAL	NASSAU, BAHAMAS	FT. LAUDERDALE,	8610057	861027	110
EASTERN/CONTINENTAL	NASSAU, BAHAMAS	JACKSONVILLE, F	8610057	861027	110
EASTERN/CONTINENTAL	NASSAU, BAHAMAS	NEW YORK, NY	8610057	861027	110
EASTERN/CONTINENTAL	NASSAU, BAHAMAS	ORLANDO, FLORID	8610057	861027	110
EASTERN/CONTINENTAL	NASSAU, BAHAMAS	MIAMI, FLORIDA,	8610057	861027	110
EASTERN/CONTINENTAL	NASSAU, BAHAMAS	WEST PALM BEACH	8610057	861027	110
EASTERN/CONTINENTAL	NASSAU, BAHAMAS	WEST PALM BEACH	8610057	861027	110
EASTERN/CONTINENTAL	NASSAU, BAHAMAS	PHILADELPHIA, P	8610057	861027	157
EASTERN/CONTINENTAL	NASSAU, BAHAMAS	TAMPA, FLORIDA,	8610057	861027	110
EASTERN/CONTINENTAL	ROCK SOUND, BAH	ATLANTA, GEORGI	8610057	861027	110
EASTERN/CONTINENTAL	ROCK SOUND, BAH	HARTFORD, CT/SP	8610057	861027	110
EASTERN/CONTINENTAL	ROCK SOUND, BAH	BALTIMORE, MARY	8610057	861027	157
EASTERN/CONTINENTAL	ROCK SOUND, BAH	CHICAGO, ILLINO	8610057	861027	110
EASTERN/CONTINENTAL	ROCK SOUND, BAH	CLEVELAND, OHIO	8610057	861027	110
EASTERN/CONTINENTAL	ROCK SOUND, BAH	NEWARK, NJ	8610057	861027	110
EASTERN/CONTINENTAL	ROCK SOUND, BAH	FT. LAUDERDALE,	8610057	861027	110
EASTERN/CONTINENTAL	ROCK SOUND, BAH	FT. LAUDERDALE,	8610057	861027	110
EASTERN/CONTINENTAL	ROCK SOUND, BAH	JACKSONVILLE, F	8610057	861027	110
EASTERN/CONTINENTAL	ROCK SOUND, BAH	NEW YORK, NY	8610057	861027	110
EASTERN/CONTINENTAL	ROCK SOUND, BAH	ORLANDO, FLORID	8610057	861027	110
EASTERN/CONTINENTAL	ROCK SOUND, BAH	MIAMI, FLORIDA,	8610057	861027	110
EASTERN/CONTINENTAL	ROCK SOUND, BAH	WEST PALM BEACH	8610057	861027	110
EASTERN/CONTINENTAL	ROCK SOUND, BAH	WEST PALM BEACH	8610057	861027	110
EASTERN/CONTINENTAL	ROCK SOUND, BAH	PHILADELPHIA, P	8610057	861027	157
EASTERN/CONTINENTAL	ROCK SOUND, BAH	TAMPA, FLORIDA,	8610057	861027	110
EASTERN/CONTINENTAL	TREASURE CAY, B	ATLANTA, GEORGI	8610057	861027	110
EASTERN/CONTINENTAL	TREASURE CAY, B	HARTFORD, CT/SP	8610057	861027	110
EASTERN/CONTINENTAL	TREASURE CAY, B	BALTIMORE, MARY	8610057	861027	157
EASTERN/CONTINENTAL	TREASURE CAY, B	CHICAGO, ILLINO	8610057	861027	110
EASTERN/CONTINENTAL	TREASURE CAY, B	CLEVELAND, OHIO	8610057	861027	110
EASTERN/CONTINENTAL	TREASURE CAY, B	NEWARK, NJ	8610057	861027	110
EASTERN/CONTINENTAL	TREASURE CAY, B	FT. LAUDERDALE,	8610057	861027	110
EASTERN/CONTINENTAL	TREASURE CAY, B	FT. LAUDERDALE,	8610057	861027	110
EASTERN/CONTINENTAL	TREASURE CAY, B	JACKSONVILLE, F	8610057	861027	110
EASTERN/CONTINENTAL	TREASURE CAY, B	NEW YORK, NY	8610057	861027	110
EASTERN/CONTINENTAL	TREASURE CAY, B	ORLANDO, FLORID	8610057	861027	110
EASTERN/CONTINENTAL	TREASURE CAY, B	MIAMI, FLORIDA,	8610057	861027	110
EASTERN/CONTINENTAL	TREASURE CAY, B	WEST PALM BEACH	8610057	861027	110
EASTERN/CONTINENTAL	TREASURE CAY, B	WEST PALM BEACH	8610057	861027	110
EASTERN/CONTINENTAL	TREASURE CAY, B	PHILADELPHIA, P	8610057	861027	157
EASTERN/CONTINENTAL	TREASURE CAY, B	TAMPA, FLORIDA,	8610057	861027	110
EASTERN/CONTINENTAL	WEST END, BAHAM	ATLANTA, GEORGI	8610057	861027	110
EASTERN/CONTINENTAL	WEST END, BAHAM	HARTFORD, CT/SP	8610057	861027	110
EASTERN/CONTINENTAL	WEST END, BAHAM	BALTIMORE, MARY	8610057	861027	157
EASTERN/CONTINENTAL	WEST END, BAHAM	CHICAGO, ILLINO	8610057	861027	110



EASTERN/CONTINENTAL	WEST END, BAHAM	CLEVELAND, OHIO	8610057	861027	110
EASTERN/CONTINENTAL	WEST END, BAHAM	NEWARK, NJ	8610057	861027	110
EASTERN/CONTINENTAL	WEST END, BAHAM	FT. LAUDERDALE,	8610057	861027	110
EASTERN/CONTINENTAL	WEST END, BAHAM	FT. LAUDERDALE,	8610057	861027	110
EASTERN/CONTINENTAL	WEST END, BAHAM	JACKSONVILLE, F	8610057	861027	110
EASTERN/CONTINENTAL	WEST END, BAHAM	NEW YORK, NY	8610057	861027	110
EASTERN/CONTINENTAL	WEST END, BAHAM	ORLANDO, FLORID	8610057	861027	110
EASTERN/CONTINENTAL	WEST END, BAHAM	MIAMI, FLORIDA,	8610057	861027	110
EASTERN/CONTINENTAL	WEST END, BAHAM	WEST PALM BEACH	8610057	861027	110
EASTERN/CONTINENTAL	WEST END, BAHAM	WEST PALM BEACH	8610057	861027	110
EASTERN/CONTINENTAL	WEST END, BAHAM	PHILADELPHIA, P	8610057	861027	157
EASTERN/CONTINENTAL	WEST END, BAHAM	TAMPA, FLORIDA,	8610057	861027	110
EASTERN/CONTINENTAL	BARBADOS, BARBA	ATLANTA, GEORGI	8801043	880225	59
EASTERN/CONTINENTAL	BARBADOS, BARBA	AGUADILLA, PUER	8801043	880225	59
EASTERN/CONTINENTAL	BARBADOS, BARBA	CLEVELAND, OHIO	8801043	880225	59
EASTERN/CONTINENTAL	BARBADOS, BARBA	NEWARK, NJ	8801043	880225	59
EASTERN/CONTINENTAL	BARBADOS, BARBA	FT. LAUDERDALE,	8801043	880225	59
EASTERN/CONTINENTAL	BARBADOS, BARBA	NEW YORK, NY	8801043	880225	59
EASTERN/CONTINENTAL	BARBADOS, BARBA	MAYAGUEZ, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	BARBADOS, BARBA	MIAMI, FLORIDA,	8801043	880225	59
EASTERN/CONTINENTAL	BARBADOS, BARBA	OMAHA, NEBRASKA	8801043	880225	59
EASTERN/CONTINENTAL	BARBADOS, BARBA	PONCE, PUERTO R	8801043	880225	59
EASTERN/CONTINENTAL	BARBADOS, BARBA	SAN JUAN, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	BARBADOS, BARBA	ST. LOUIS,	8801043	880225	59
		MISSOURI			
EASTERN/CONTINENTAL	BARBADOS, BARBA	ST.THOMAS,VIRGI	8801043	880225	59
EASTERN/CONTINENTAL	BARBADOS, BARBA	ST.CROIX,VIRGIN	8801043	880225	59
EASTERN/CONTINENTAL	ANTIGUA, WEST I	ATLANTA, GEORGI	8801043	880225	59
EASTERN/CONTINENTAL	ANTIGUA, WEST I	AGUADILLA, PUER	8801043	880225	59
EASTERN/CONTINENTAL	ANTIGUA, WEST I	CLEVELAND, OHIO	8801043	880225	59
EASTERN/CONTINENTAL	ANTIGUA, WEST I	NEWARK, NJ	8801043	880225	59
EASTERN/CONTINENTAL	ANTIGUA, WEST I	FT. LAUDERDALE,	8801043	880225	59
EASTERN/CONTINENTAL	ANTIGUA, WEST I	NEW YORK, NY	8801043	880225	59
EASTERN/CONTINENTAL	ANTIGUA, WEST I	MAYAGUEZ, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	ANTIGUA, WEST I	MIAMI, FLORIDA,	8801043	880225	59
EASTERN/CONTINENTAL	ANTIGUA, WEST I	OMAHA, NEBRASKA	8801043	880225	59
EASTERN/CONTINENTAL	ANTIGUA, WEST I	PONCE, PUERTO R	8801043	880225	59
EASTERN/CONTINENTAL	ANTIGUA, WEST I	SAN JUAN, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	ANTIGUA, WEST I	ST. LOUIS,	8801043	880225	59
		MISSOURI			
EASTERN/CONTINENTAL	ANTIGUA, WEST I	ST.THOMAS,VIRGI	8801043	880225	59
EASTERN/CONTINENTAL	ANTIGUA, WEST I	ST.CROIX,VIRGIN	8801043	880225	59
EASTERN/CONTINENTAL	BERMUDA, ATLANT	ATLANTA, GEORGI	8610057	861027	165
EASTERN/CONTINENTAL	BERMUDA, ATLANT	BALTIMORE, MARY	8610057	861027	165
EASTERN/CONTINENTAL	BERMUDA, ATLANT	CHICAGO, ILLINO	8610057	861027	165
EASTERN/CONTINENTAL	BERMUDA, ATLANT	DETROIT, MICHIG	8610057	861027	165
EASTERN/CONTINENTAL	BERMUDA, ATLANT	NEWARK, NJ	8610057	861027	165
EASTERN/CONTINENTAL	BERMUDA, ATLANT	NEW YORK, NY	8610057	861027	165
EASTERN/CONTINENTAL	BERMUDA, ATLANT	MIAMI, FLORIDA,	8610057	861027	165
EASTERN/CONTINENTAL	BERMUDA, ATLANT	PHILADELPHIA, P	8610057	861027	165
EASTERN/CONTINENTAL	BERMUDA, ATLANT	WASHINGTON, D.C	8610057	861027	165
EASTERN/CONTINENTAL	HAVANA, CUBA	FT. LAUDERDALE,	8610057	861027	110
EASTERN/CONTINENTAL	HAVANA, CUBA	WEST PALM BEACH	8610057	861027	110
EASTERN/CONTINENTAL	SANTO DOMINGO,	ATLANTA, GEORGI	8801043	880225	59
EASTERN/CONTINENTAL	SANTO DOMINGO,	AGUADILLA, PUER	8801043	880225	59
EASTERN/CONTINENTAL	SANTO DOMINGO,	CLEVELAND, OHIO	8801043	880225	59

EASTERN/CONTINENTAL	SANTO DOMINGO,	NEWARK, NJ	8801043	880225	59
EASTERN/CONTINENTAL	SANTO DOMINGO,	FT. LAUDERDALE,	8801043	880225	59
EASTERN/CONTINENTAL	SANTO DOMINGO,	NEW YORK, NY	8801043	880225	59
EASTERN/CONTINENTAL	SANTO DOMINGO,	MAYAGUEZ, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	SANTO DOMINGO,	MIAMI, FLORIDA,	8801043	880225	59
EASTERN/CONTINENTAL	SANTO DOMINGO,	OMAHA, NEBRASKA	8801043	880225	59
EASTERN/CONTINENTAL	SANTO DOMINGO,	PONCE, PUERTO R	8801043	880225	59
EASTERN/CONTINENTAL	SANTO DOMINGO,	SAN JUAN, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	SANTO DOMINGO,	ST. LOUIS,	8801043	880225	59
		MISSOURI			
EASTERN/CONTINENTAL	SANTO DOMINGO,	ST.THOMAS,VIRGI	8801043	880225	59
EASTERN/CONTINENTAL	SANTO DOMINGO,	ST.CROIX,VIRGIN	8801043	880225	59
EASTERN/CONTINENTAL	GRAND CAYMAN, W	ATLANTA, GEORGI	8801043	880225	59
EASTERN/CONTINENTAL	GRAND CAYMAN, W	AGUADILLA, PUER	8801043	880225	59
EASTERN/CONTINENTAL	GRAND CAYMAN, W	CLEVELAND, OHIO	8801043	880225	59
EASTERN/CONTINENTAL	GRAND CAYMAN, W	NEWARK, NJ	8801043	880225	59
EASTERN/CONTINENTAL	GRAND CAYMAN, W	FT. LAUDERDALE,	8801043	880225	59
EASTERN/CONTINENTAL	GRAND CAYMAN, W	NEW YORK, NY	8801043	880225	59
EASTERN/CONTINENTAL	GRAND CAYMAN, W	MAYAGUEZ, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	GRAND CAYMAN, W	MIAMI, FLORIDA,	8801043	880225	59
EASTERN/CONTINENTAL	GRAND CAYMAN, W	OMAHA, NEBRASKA	8801043	880225	59
EASTERN/CONTINENTAL	GRAND CAYMAN, W	PONCE, PUERTO R	8801043	880225	59
EASTERN/CONTINENTAL	GRAND CAYMAN, W	SAN JUAN, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	GRAND CAYMAN, W	ST. LOUIS,	8801043	880225	59
		MISSOURI			
EASTERN/CONTINENTAL	GRAND CAYMAN, W	ST.THOMAS,VIRGI	8801043	880225	59
EASTERN/CONTINENTAL	GRAND CAYMAN, W	ST.CROIX,VIRGIN	8801043	880225	59
EASTERN/CONTINENTAL	POINTE A PITRE,	ATLANTA, GEORGI	8801043	880225	59
EASTERN/CONTINENTAL	POINTE A PITRE,	AGUADILLA, PUER	8801043	880225	59
EASTERN/CONTINENTAL	POINTE A PITRE,	CLEVELAND, OHIO	8801043	880225	59
EASTERN/CONTINENTAL	POINTE A PITRE,	NEWARK, NJ	8801043	880225	59
EASTERN/CONTINENTAL	POINTE A PITRE,	FT. LAUDERDALE,	8801043	880225	59
EASTERN/CONTINENTAL	POINTE A PITRE,	NEW YORK, NY	8801043	880225	59
EASTERN/CONTINENTAL	POINTE A PITRE,	MAYAGUEZ, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	POINTE A PITRE,	MIAMI, FLORIDA,	8801043	880225	59
EASTERN/CONTINENTAL	POINTE A PITRE,	OMAHA, NEBRASKA	8801043	880225	59
EASTERN/CONTINENTAL	POINTE A PITRE,	PONCE, PUERTO R	8801043	880225	59
EASTERN/CONTINENTAL	POINTE A PITRE,	SAN JUAN, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	POINTE A PITRE,	ST. LOUIS,	8801043	880225	59
		MISSOURI			
EASTERN/CONTINENTAL	POINTE A PITRE,	ST.THOMAS,VIRGI	8801043	880225	59
EASTERN/CONTINENTAL	POINTE A PITRE,	ST.CROIX,VIRGIN	8801043	880225	59
EASTERN/CONTINENTAL	PORT AU PRINCE,	ATLANTA, GEORGI	8801043	880225	59
EASTERN/CONTINENTAL	PORT AU PRINCE,	AGUADILLA, PUER	8801043	880225	59
EASTERN/CONTINENTAL	PORT AU PRINCE,	CLEVELAND, OHIO	8801043	880225	59
EASTERN/CONTINENTAL	PORT AU PRINCE,	NEWARK, NJ	8801043	880225	59
EASTERN/CONTINENTAL	PORT AU PRINCE,	FT. LAUDERDALE,	8801043	880225	59
EASTERN/CONTINENTAL	PORT AU PRINCE,	NEW YORK, NY	8801043	880225	59
EASTERN/CONTINENTAL	PORT AU PRINCE,	MAYAGUEZ, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	PORT AU PRINCE,	MIAMI, FLORIDA,	8801043	880225	59
EASTERN/CONTINENTAL	PORT AU PRINCE,	OMAHA, NEBRASKA	8801043	880225	59
EASTERN/CONTINENTAL	PORT AU PRINCE,	PONCE, PUERTO R	8801043	880225	59
EASTERN/CONTINENTAL	PORT AU PRINCE,	SAN JUAN, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	PORT AU PRINCE,	ST. LOUIS,	8801043	880225	59
		MISSOURI			
EASTERN/CONTINENTAL	PORT AU PRINCE,	ST.THOMAS,VIRGI	8801043	880225	59

EASTERN/CONTINENTAL	PORT AU PRINCE,	ST.CROIX,VIRGIN	8801043	880225	59
EASTERN/CONTINENTAL	KINGSTON, JAMAI	ATLANTA, GEORGI	8610057	861027	59
EASTERN/CONTINENTAL	KINGSTON, JAMAI	ATLANTA, GEORGI	8801043	880225	59
EASTERN/CONTINENTAL	KINGSTON, JAMAI	AGUADILLA, PUER	8801043	880225	59
EASTERN/CONTINENTAL	KINGSTON, JAMAI	CLEVELAND, OHIO	8801043	880225	59
EASTERN/CONTINENTAL	KINGSTON, JAMAI	NEWARK, NJ	8610057	861027	59
EASTERN/CONTINENTAL	KINGSTON, JAMAI	NEWARK, NJ	8801043	880225	59
EASTERN/CONTINENTAL	KINGSTON, JAMAI	FT. LAUDERDALE,	8801043	880225	59
EASTERN/CONTINENTAL	KINGSTON, JAMAI	NEW YORK, NY	8801043	880225	59
EASTERN/CONTINENTAL	KINGSTON, JAMAI	NEW YORK, NY	8610057	861027	59
EASTERN/CONTINENTAL	KINGSTON, JAMAI	MAYAGUEZ, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	KINGSTON, JAMAI	MIAMI, FLORIDA,	8801043	880225	59
EASTERN/CONTINENTAL	KINGSTON, JAMAI	OMAHA, NEBRASKA	8801043	880225	59
EASTERN/CONTINENTAL	KINGSTON, JAMAI	PONCE, PUERTO R	8801043	880225	59
EASTERN/CONTINENTAL	KINGSTON, JAMAI	SAN JUAN, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	KINGSTON, JAMAI	ST. LOUIS,	8801043	880225	59
		MISSOURI			
EASTERN/CONTINENTAL	KINGSTON, JAMAI	ST.THOMAS,VIRGI	8801043	880225	59
EASTERN/CONTINENTAL	KINGSTON, JAMAI	ST.CROIX,VIRGIN	8801043	880225	59
EASTERN/CONTINENTAL	KINGSTON, JAMAI	WASHINGTON, D.C	8610057	861027	59
EASTERN/CONTINENTAL	MONTEGO BAY, JA	ATLANTA, GEORGI	8610057	861027	59
EASTERN/CONTINENTAL	MONTEGO BAY, JA	ATLANTA, GEORGI	8801043	880225	59
EASTERN/CONTINENTAL	MONTEGO BAY, JA	AGUADILLA, PUER	8801043	880225	59
EASTERN/CONTINENTAL	MONTEGO BAY, JA	CLEVELAND, OHIO	8801043	880225	59
EASTERN/CONTINENTAL	MONTEGO BAY, JA	NEWARK, NJ	8610057	861027	59
EASTERN/CONTINENTAL	MONTEGO BAY, JA	NEWARK, NJ	8801043	880225	59
EASTERN/CONTINENTAL	MONTEGO BAY, JA	FT. LAUDERDALE,	8801043	880225	59
EASTERN/CONTINENTAL	MONTEGO BAY, JA	NEW YORK, NY	8801043	880225	59
EASTERN/CONTINENTAL	MONTEGO BAY, JA	NEW YORK, NY	8610057	861027	59
EASTERN/CONTINENTAL	MONTEGO BAY, JA	MAYAGUEZ, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	MONTEGO BAY, JA	MIAMI, FLORIDA,	8801043	880225	59
EASTERN/CONTINENTAL	MONTEGO BAY, JA	OMAHA, NEBRASKA	8801043	880225	59
EASTERN/CONTINENTAL	MONTEGO BAY, JA	PONCE, PUERTO R	8801043	880225	59
EASTERN/CONTINENTAL	MONTEGO BAY, JA	SAN JUAN, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	MONTEGO BAY, JA	ST. LOUIS,	8801043	880225	59
		MISSOURI			
EASTERN/CONTINENTAL	MONTEGO BAY, JA	ST.THOMAS,VIRGI	8801043	880225	59
EASTERN/CONTINENTAL	MONTEGO BAY, JA	ST.CROIX,VIRGIN	8801043	880225	59
EASTERN/CONTINENTAL	MONTEGO BAY, JA	WASHINGTON, D.C	8610057	861027	59
EASTERN/CONTINENTAL	FORT DE FRANCE,	ATLANTA, GEORGI	8801043	880225	59
EASTERN/CONTINENTAL	FORT DE FRANCE,	AGUADILLA, PUER	8801043	880225	59
EASTERN/CONTINENTAL	FORT DE FRANCE,	CLEVELAND, OHIO	8801043	880225	59
EASTERN/CONTINENTAL	FORT DE FRANCE,	NEWARK, NJ	8801043	880225	59
EASTERN/CONTINENTAL	FORT DE FRANCE,	FT. LAUDERDALE,	8801043	880225	59
EASTERN/CONTINENTAL	FORT DE FRANCE,	NEW YORK, NY	8801043	880225	59
EASTERN/CONTINENTAL	FORT DE FRANCE,	MAYAGUEZ, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	FORT DE FRANCE,	MIAMI, FLORIDA,	8801043	880225	59
EASTERN/CONTINENTAL	FORT DE FRANCE,	OMAHA, NEBRASKA	8801043	880225	59
EASTERN/CONTINENTAL	FORT DE FRANCE,	PONCE, PUERTO R	8801043	880225	59
EASTERN/CONTINENTAL	FORT DE FRANCE,	SAN JUAN, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	FORT DE FRANCE,	ST. LOUIS,	8801043	880225	59
		MISSOURI			
EASTERN/CONTINENTAL	FORT DE FRANCE,	ST.THOMAS,VIRGI	8801043	880225	59
EASTERN/CONTINENTAL	FORT DE FRANCE,	ST.CROIX,VIRGIN	8801043	880225	59
EASTERN/CONTINENTAL	CURACAO, NETH.	ATLANTA, GEORGI	8801043	880225	59
EASTERN/CONTINENTAL	CURACAO, NETH.	AGUADILLA, PUER	8801043	880225	59



EASTERN/CONTINENTAL	CURACAO, NETH.	CLEVELAND, OHIO	8801043	880225	59
EASTERN/CONTINENTAL	CURACAO, NETH.	NEWARK, NJ	8801043	880225	59
EASTERN/CONTINENTAL	CURACAO, NETH.	FT. LAUDERDALE,	8801043	880225	59
EASTERN/CONTINENTAL	CURACAO, NETH.	NEW YORK, NY	8801043	880225	59
EASTERN/CONTINENTAL	CURACAO, NETH.	MAYAGUEZ, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	CURACAO, NETH.	MIAMI, FLORIDA,	8801043	880225	59
EASTERN/CONTINENTAL	CURACAO, NETH.	OMAHA, NEBRASKA	8801043	880225	59
EASTERN/CONTINENTAL	CURACAO, NETH.	PONCE, PUERTO R	8801043	880225	59
EASTERN/CONTINENTAL	CURACAO, NETH.	SAN JUAN, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	CURACAO, NETH.	ST. LOUIS,	8801043	880225	59
		MISSOURI			
EASTERN/CONTINENTAL	CURACAO, NETH.	ST.THOMAS,VIRGI	8801043	880225	59
EASTERN/CONTINENTAL	CURACAO, NETH.	ST.CROIX,VIRGIN	8801043	880225	59
EASTERN/CONTINENTAL	ST. MAARTEN, NE	ATLANTA, GEORGI	8801043	880225	59
EASTERN/CONTINENTAL	ST. MAARTEN, NE	AGUADILLA, PUER	8801043	880225	59
EASTERN/CONTINENTAL	ST. MAARTEN, NE	CLEVELAND, OHIO	8801043	880225	59
EASTERN/CONTINENTAL	ST. MAARTEN, NE	NEWARK, NJ	8801043	880225	59
EASTERN/CONTINENTAL	ST. MAARTEN, NE	FT. LAUDERDALE,	8801043	880225	59
EASTERN/CONTINENTAL	ST. MAARTEN, NE	NEW YORK, NY	8801043	880225	59
EASTERN/CONTINENTAL	ST. MAARTEN, NE	MAYAGUEZ, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	ST. MAARTEN, NE	MIAMI, FLORIDA,	8801043	880225	59
EASTERN/CONTINENTAL	ST. MAARTEN, NE	OMAHA, NEBRASKA	8801043	880225	59
EASTERN/CONTINENTAL	ST. MAARTEN, NE	PONCE, PUERTO R	8801043	880225	59
EASTERN/CONTINENTAL	ST. MAARTEN, NE	SAN JUAN, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	ST. MAARTEN, NE	ST. LOUIS,	8801043	880225	59
		MISSOURI			
EASTERN/CONTINENTAL	ST. MAARTEN, NE	ST.THOMAS,VIRGI	8801043	880225	59
EASTERN/CONTINENTAL	ST. MAARTEN, NE	ST.CROIX,VIRGIN	8801043	880225	59
EASTERN/CONTINENTAL	GRENADA, WINDWA	ATLANTA, GEORGI	8801043	880225	59
EASTERN/CONTINENTAL	GRENADA, WINDWA	AGUADILLA, PUER	8801043	880225	59
EASTERN/CONTINENTAL	GRENADA, WINDWA	CLEVELAND, OHIO	8801043	880225	59
EASTERN/CONTINENTAL	GRENADA, WINDWA	NEWARK, NJ	8801043	880225	59
EASTERN/CONTINENTAL	GRENADA, WINDWA	FT. LAUDERDALE,	8801043	880225	59
EASTERN/CONTINENTAL	GRENADA, WINDWA	NEW YORK, NY	8801043	880225	59
EASTERN/CONTINENTAL	GRENADA, WINDWA	MAYAGUEZ, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	GRENADA, WINDWA	MIAMI, FLORIDA,	8801043	880225	59
EASTERN/CONTINENTAL	GRENADA, WINDWA	OMAHA, NEBRASKA	8801043	880225	59
EASTERN/CONTINENTAL	GRENADA, WINDWA	PONCE, PUERTO R	8801043	880225	59
EASTERN/CONTINENTAL	GRENADA, WINDWA	SAN JUAN, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	GRENADA, WINDWA	ST. LOUIS,	8801043	880225	59
		MISSOURI			
EASTERN/CONTINENTAL	GRENADA, WINDWA	ST.THOMAS,VIRGI	8801043	880225	59
EASTERN/CONTINENTAL	GRENADA, WINDWA	ST.CROIX,VIRGIN	8801043	880225	59
EASTERN/CONTINENTAL	ST. KITTS, LEEW	ATLANTA, GEORGI	8801043	880225	59
EASTERN/CONTINENTAL	ST. KITTS, LEEW	AGUADILLA, PUER	8801043	880225	59
EASTERN/CONTINENTAL	ST. KITTS, LEEW	CLEVELAND, OHIO	8801043	880225	59
EASTERN/CONTINENTAL	ST. KITTS, LEEW	NEWARK, NJ	8801043	880225	59
EASTERN/CONTINENTAL	ST. KITTS, LEEW	FT. LAUDERDALE,	8801043	880225	59
EASTERN/CONTINENTAL	ST. KITTS, LEEW	NEW YORK, NY	8801043	880225	59
EASTERN/CONTINENTAL	ST. KITTS, LEEW	MAYAGUEZ, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	ST. KITTS, LEEW	MIAMI, FLORIDA,	8801043	880225	59
EASTERN/CONTINENTAL	ST. KITTS, LEEW	OMAHA, NEBRASKA	8801043	880225	59
EASTERN/CONTINENTAL	ST. KITTS, LEEW	PONCE, PUERTO R	8801043	880225	59
EASTERN/CONTINENTAL	ST. KITTS, LEEW	SAN JUAN, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	ST. KITTS, LEEW	ST. LOUIS,	8801043	880225	59
		MISSOURI			

EASTERN/CONTINENTAL	ST. KITTS, LEEW	ST.THOMAS,VIRGI	8801043	880225	59
EASTERN/CONTINENTAL	ST. KITTS, LEEW	ST.CROIX,VIRGIN	8801043	880225	59
EASTERN/CONTINENTAL	ST. LUCIA, W. I	ATLANTA, GEORGI	8801043	880225	59
EASTERN/CONTINENTAL	ST. LUCIA, W. I	AGUADILLA, PUER	8801043	880225	59
EASTERN/CONTINENTAL	ST. LUCIA, W. I	CLEVELAND, OHIO	8801043	880225	59
EASTERN/CONTINENTAL	ST. LUCIA, W. I	NEWARK, NJ	8801043	880225	59
EASTERN/CONTINENTAL	ST. LUCIA, W. I	FT. LAUDERDALE,	8801043	880225	59
EASTERN/CONTINENTAL	ST. LUCIA, W. I	NEW YORK, NY	8801043	880225	59
EASTERN/CONTINENTAL	ST. LUCIA, W. I	MAYAGUEZ, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	ST. LUCIA, W. I	MIAMI, FLORIDA,	8801043	880225	59
EASTERN/CONTINENTAL	ST. LUCIA, W. I	OMAHA, NEBRASKA	8801043	880225	59
EASTERN/CONTINENTAL	ST. LUCIA, W. I	PONCE, PUERTO R	8801043	880225	59
EASTERN/CONTINENTAL	ST. LUCIA, W. I	SAN JUAN, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	ST. LUCIA, W. I	ST. LOUIS,	8801043	880225	59
		MISSOURI			
EASTERN/CONTINENTAL	ST. LUCIA, W. I	ST.THOMAS,VIRGI	8801043	880225	59
EASTERN/CONTINENTAL	ST. LUCIA, W. I	ST.CROIX,VIRGIN	8801043	880225	59
EASTERN/CONTINENTAL	ARUBA, ARUBA	ATLANTA, GEORGI	8801043	880225	59
EASTERN/CONTINENTAL	ARUBA, ARUBA	AGUADILLA, PUER	8801043	880225	59
EASTERN/CONTINENTAL	ARUBA, ARUBA	CLEVELAND, OHIO	8801043	880225	59
EASTERN/CONTINENTAL	ARUBA, ARUBA	NEWARK, NJ	8801043	880225	59
EASTERN/CONTINENTAL	ARUBA, ARUBA	FT. LAUDERDALE,	8801043	880225	59
EASTERN/CONTINENTAL	ARUBA, ARUBA	NEW YORK, NY	8801043	880225	59
EASTERN/CONTINENTAL	ARUBA, ARUBA	MAYAGUEZ, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	ARUBA, ARUBA	MIAMI, FLORIDA,	8801043	880225	59
EASTERN/CONTINENTAL	ARUBA, ARUBA	OMAHA, NEBRASKA	8801043	880225	59
EASTERN/CONTINENTAL	ARUBA, ARUBA	PONCE, PUERTO R	8801043	880225	59
EASTERN/CONTINENTAL	ARUBA, ARUBA	SAN JUAN, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	ARUBA, ARUBA	ST. LOUIS,	8801043	880225	59
		MISSOURI			
EASTERN/CONTINENTAL	ARUBA, ARUBA	ST.THOMAS,VIRGI	8801043	880225	59
EASTERN/CONTINENTAL	ARUBA, ARUBA	ST.CROIX,VIRGIN	8801043	880225	59
EASTERN/CONTINENTAL	TRINIDAD & TOBA	ATLANTA, GEORGI	8801043	880225	59
EASTERN/CONTINENTAL	TRINIDAD & TOBA	AGUADILLA, PUER	8801043	880225	59
EASTERN/CONTINENTAL	TRINIDAD & TOBA	CLEVELAND, OHIO	8801043	880225	59
EASTERN/CONTINENTAL	TRINIDAD & TOBA	NEWARK, NJ	8801043	880225	59
EASTERN/CONTINENTAL	TRINIDAD & TOBA	FT. LAUDERDALE,	8801043	880225	59
EASTERN/CONTINENTAL	TRINIDAD & TOBA	NEW YORK, NY	8801043	880225	59
EASTERN/CONTINENTAL	TRINIDAD & TOBA	MAYAGUEZ, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	TRINIDAD & TOBA	MIAMI, FLORIDA,	8801043	880225	59
EASTERN/CONTINENTAL	TRINIDAD & TOBA	OMAHA, NEBRASKA	8801043	880225	59
EASTERN/CONTINENTAL	TRINIDAD & TOBA	PONCE, PUERTO R	8801043	880225	59
EASTERN/CONTINENTAL	TRINIDAD & TOBA	SAN JUAN, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	TRINIDAD & TOBA	ST. LOUIS,	8801043	880225	59
		MISSOURI			
EASTERN/CONTINENTAL	TRINIDAD & TOBA	ST.THOMAS,VIRGI	8801043	880225	59
EASTERN/CONTINENTAL	TRINIDAD & TOBA	ST.CROIX,VIRGIN	8801043	880225	59
EASTERN/CONTINENTAL	CHILE	U.S. POINTS	8610057	861027	131
EASTERN/CONTINENTAL	BARRANQUILLA, C	ATLANTA, GEORGI	8801043	880225	59
EASTERN/CONTINENTAL	BARRANQUILLA, C	AGUADILLA, PUER	8801043	880225	59
EASTERN/CONTINENTAL	BARRANQUILLA, C	CLEVELAND, OHIO	8801043	880225	59
EASTERN/CONTINENTAL	BARRANQUILLA, C	NEWARK, NJ	8801043	880225	59
EASTERN/CONTINENTAL	BARRANQUILLA, C	FT. LAUDERDALE,	8801043	880225	59
EASTERN/CONTINENTAL	BARRANQUILLA, C	NEW YORK, NY	8801043	880225	59
EASTERN/CONTINENTAL	BARRANQUILLA, C	MAYAGUEZ, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	BARRANQUILLA, C	MIAMI, FLORIDA,	8801043	880225	59

EASTERN/CONTINENTAL	BARRANQUILLA, C	OMAHA, NEBRASKA	8801043	880225	59
EASTERN/CONTINENTAL	BARRANQUILLA, C	PONCE, PUERTO R	8801043	880225	59
EASTERN/CONTINENTAL	BARRANQUILLA, C	SAN JUAN, PUERT	8801043	880225	59
EASTERN/CONTINENTAL	BARRANQUILLA, C	ST. LOUIS, MISSOURI	8801043	880225	59
EASTERN/CONTINENTAL	BARRANQUILLA, C	ST. THOMAS, VIRGI	8801043	880225	59
EASTERN/CONTINENTAL	BARRANQUILLA, C	ST. CROIX, VIRGIN	8801043	880225	59
EASTERN/CONTINENTAL	BELGIUM	U.S. POINTS	8610057	861027	165
EASTERN/CONTINENTAL	GERMANY	U.S. POINTS	8610057	861027	165
EASTERN/CONTINENTAL	LUXEMBOURG	U.S. POINTS	8610057	861027	165
EASTERN/CONTINENTAL	NETHERLANDS	U.S. POINTS	8610057	861027	165
EASTERN/CONTINENTAL	SWITZERLAND	U.S. POINTS	8610057	861027	165
EASTERN/CONTINENTAL	TEL AVIV-YAFO,	U.S. POINTS	8610057	861027	165
EASTERN/CONTINENTAL	JORDAN	U.S. POINTS	8610057	861027	165
EASTERN/CONTINENTAL	OTTAWA, ONTARIO	ALLENTOWN, PENN	9110035	861027	071F
EASTERN/CONTINENTAL	OTTAWA, ONTARIO	SCRANTON/WILKES	9110035	861027	071F
EASTERN/CONTINENTAL	OTTAWA, ONTARIO	PHILADELPHIA, P	9110035	861027	071F
EASTERN/CONTINENTAL	OTTAWA, ONTARIO	SYRACUSE, NEW Y	9110035	861027	071F
EASTERN/CONTINENTAL	TORONTO, ONTARI	ALBANY, NEW YOR	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	ATLANTA, GEORGI	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	AUGUSTA, MAINE,	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	BIRMINGHAM, ALA	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	BOSTON, MASSACH	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	BALTIMORE, MARY	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	COLUMBIA, SOUTH	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	AKRON/CANTON, O	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	CHATTANOOGA, TE	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	CHICAGO, ILLINO	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	CHARLESTON, SOU	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	CLEVELAND, OHIO	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	CHARLOTTE, NORT	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	COLUMBUS, OHIO,	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	CORPUS CHRISTI,	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	COLUMBUS, GEORG	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	CINCINNATI, OHI	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	DAYTONA BEACH,	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	DETROIT, MICHIG	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	EVANSVILLE, IND	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	FT. LAUDERDALE,	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	GAINESVILLE, FL	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	GREENSBORO/HIGH	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	GREENVILLE/SPAR	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	HARTFORD, CT/SP	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	HOUSTON, TEXAS,	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	NEW HAVEN, CONN	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	INDIANAPOLIS, I	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	JACKSONVILLE, F	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	LEXINGTON/FRANK	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	MONTGOMERY, ALA	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	MIAMI, FLORIDA,	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	MILWAUKEE, WISC	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	MELBOURNE, FLOR	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	MOBILE, ALABAMA	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	MINNEAPOLIS/ST.	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	NEW ORLEANS, LO	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	NEW YORK, NY	9110034	911017	148

EASTERN/CONTINENTAL	TORONTO, ONTARI	ORLANDO, FLORID	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	WEST PALM BEACH	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	PHILADELPHIA, P	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	PENSACOLA, FLOR	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	PROVIDENCE, RHO	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	RALEIGH/DURHAM,	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	RICHMOND, VIRGI	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	ROANOKE, VIRGIN	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	SAN ANTONIO, TE	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	LOUISVILLE, KEN	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	SARASOTA/BRADEN	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	ST. LOUIS,	9110034	911017	148
		MISSOURI			
EASTERN/CONTINENTAL	TORONTO, ONTARI	TOLEDO, OHIO, U	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	TAMPA, FLORIDA,	9110034	911017	148
EASTERN/CONTINENTAL	TORONTO, ONTARI	WASHINGTON, D.C	9110034	911017	148
EASTERN/CONTINENTAL	MONTREAL, QUEBE	ALLENTOWN, PENN	9110035	861027	071F
EASTERN/CONTINENTAL	MONTREAL, QUEBE	SCRANTON/WILKES	9110035	861027	071F
EASTERN/CONTINENTAL	MONTREAL, QUEBE	PHILADELPHIA, P	9110035	861027	071F
EASTERN/CONTINENTAL	MONTREAL, QUEBE	SYRACUSE, NEW Y	9110035	861027	071F

**DELTA AIR LINES**

DELTA AIR LINES	COSTA RICA	U.S. POINTS	99-2-8	2/5/99	152
DELTA AIR LINES	EL SALVADOR	U.S. POINTS	99-2-8	2/5/99	152
DELTA AIR LINES	GUATEMALA	U.S. POINTS	99-2-8	2/5/99	152
DELTA AIR LINES	HONDURAS	U.S. POINTS	99-2-8	2/5/99	152
DELTA AIR LINES	NICARAGUA	U.S. POINTS	99-2-8	2/5/99	152
DELTA AIR LINES	CANCUN, MEXICO	ATLANTA, GA	00-5-31	5/30/00	562
DELTA AIR LINES	COZUMEL, MEXICO	ATLANTA, GA	00-5-31	5/30/00	562
DELTA AIR LINES	GUADALAJARA	ATLANTA, GA	00-5-31	5/30/00	562
DELTA AIR LINES	MEXICO CITY	ATLANTA, GA	00-5-31	5/30/00	562
DELTA AIR LINES	MONTERREY,	ATLANTA, GA	00-5-31	5/30/00	562
	MEXICO				
DELTA AIR LINES	CANCUN, MEXICO	CINCINNATI, OH	N01-10457	9/6/01	EXEM
DELTA AIR LINES	CANCUN, MEXICO	DALLAS/FT. WORTH	00-5-31	5/30/00	562
DELTA AIR LINES	MEXICO CITY	DALLAS/FT. WORTH	00-5-31	5/30/00	562
DELTA AIR LINES	CANCUN, MEXICO	HOUSTON, TX	00-5-31	5/30/00	562
DELTA AIR LINES	MEXICO CITY	HOUSTON, TX	00-5-31	5/30/00	562
DELTA AIR LINES	VILLAHERMOSA	HOUSTON, TX	00-5-31	5/30/00	562
DELTA AIR LINES	MEXICO CITY	LAS VEGAS, NV	00-5-31	5/30/00	562
DELTA AIR LINES	AGUASCALIENTES	LOS ANGELES, CA	00-5-31	5/30/00	562
DELTA AIR LINES	HERMOSILLO,	LOS ANGELES, CA	00-5-31	5/30/00	562
	MEXICO				
DELTA AIR LINES	LEON, MEXICO	LOS ANGELES, CA	00-5-31	5/30/00	562
DELTA AIR LINES	PUERTO VALLARTA	LOS ANGELES, CA	00-5-31	5/30/00	562
DELTA AIR LINES	CANCUN, MEXICO	MIAMI, FL	00-5-31	5/30/00	562
DELTA AIR LINES	MERIDA, MEXICO	MIAMI, FL	00-5-31	5/30/00	562
DELTA AIR LINES	MEXICO CITY	MIAMI, FL	00-5-31	5/30/00	562
DELTA AIR LINES	CANCUN, MEXICO	NEW ORLEANS, LA	00-5-31	5/30/00	562
DELTA AIR LINES	CANCUN, MEXICO	NEW YORK, NY	00-5-31	5/30/00	562
DELTA AIR LINES	MEXICO CITY	NEW YORK/NEWARK	00-5-31	5/30/00	562
DELTA AIR LINES	MEXICO CITY	ORLANDO, FL	00-5-31	5/30/00	562
DELTA AIR LINES	GUADALAJARA,	PHOENIX, AZ	00-5-31	5/30/00	562
	MEXICO				
DELTA AIR LINES	GUAYMAS, MEXICO	PHOENIX, AZ	00-5-31	5/30/00	562

# EXHIBIT

# E



UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

IN RE: . Case No. 90-932 (MFW)  
. Adversary No. 99-412 (MFW)  
. .  
CONTINENTAL AIRLINES, INC., .  
et al., . 824 Market Street  
. Wilmington, Delaware 19801  
Debtors. .  
. January 31, 2002  
. 2:35 p.m.  
JAMES BALDRIDGE, et al., .  
Plaintiffs, .  
vs. .  
CONTINENTAL AIRLINES, INC., .  
et al., .  
Defendants. .  
. . . . .

2002 JAN 31 PM 2:35  
CLERK OF COURT  
DELAWARE

TRANSCRIPT OF HEARING  
BEFORE HONORABLE MARY F. WALRATH  
UNITED STATES BANKRUPTCY COURT JUDGE

APPEARANCES:

For Debtors: Young Conaway Stargatt & Taylor,  
LLP  
By: ROBERT S. BRADY, ESQ.  
1000 West Street, 17th Floor  
Wilmington, Delaware 19801

For Plaintiffs: Myles J. Tralins & Associates  
By: MYLES J. TRALINS, ESQ.  
Miami, Florida

Audio Operator: Monique Edwards

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#165

APPEARANCES (Cont'd.):

For the Plaintiffs:

Prickett Jones & Elliott  
By: BRUCE JAMESON, ESQ.  
1310 King Street, P.O. Box 1328  
Wilmington, Delaware 19899-1328



1 THE COURT: Good afternoon.

2 MR. BRADY: Good afternoon, Your Honor.

3 MR. TRALINS: Good afternoon, Your Honor. Myles  
4 Tralins and Bruce Jameson on behalf of the LPP class action  
5 plaintiffs. Also with us are from your right to left, Jim  
6 Baldridge, Bill Mann, and Larry Dunn who are the class  
7 representative plaintiffs.

8 Your Honor, we're here on the petition to approve the  
9 settlement and to approve the application for attorney fees for  
10 class representation representative compensation for claims  
11 administration fees and for cost. My understanding from the  
12 agenda that was submitted to you by Continental was that the  
13 first issue that we were to discuss concerns the list of LPP  
14 plaintiffs which was an issue that Your Honor, of course, was  
15 concerned with at the November 16th hearing.

16 Your Honor, what we've done with respect to that, as  
17 Your Honor had directed, was we did file affidavits that laid  
18 out how the list was put together and checked and double  
19 checked to make sure that it was correct. Essentially,  
20 Continental Airlines had a list of all the persons who accepted  
21 the Continental Airline Pilots Association settlement  
22 agreement, and from that, which they called their takers list,  
23 they know that there is a certain finite number of people who  
24 filed claims in this action that settled those claims.

25 We also had a list of the persons from the EPMC or

1 Addington Group that withdrew the claims in bankruptcy, and so  
2 that is also a finite number of people whose claims no longer  
3 are cognizable in that action -- in this action. As it turned  
4 out, there were a couple of corrections to the initial list  
5 that we filed, because the attorneys for EPMC contacted us when  
6 they looked at our initial lists and pointed out that somehow  
7 or another a couple of the people who had withdrew their claims  
8 were still on the list, and we deleted those people.

9 In addition, Your Honor, we looked at the seniority  
10 list that Eastern Airlines had in order to verify that the  
11 persons on the list were, in fact, pilots with employee numbers  
12 that meet the criteria set forth in the class definition, and  
13 as a result of going through all of that, we have a list of 583  
14 pilots. It's the same numbers it was back on November 16th,  
15 although a couple were dropped and a couple were added to take  
16 care of the corrections, and in discussing and working out with  
17 Continental how to make certain that the Court's concerns with  
18 regard to anybody who might have been missed have an  
19 opportunity to come in.

20 What we would propose to the Court, and we'd so  
21 modify the proposed final judgment, is that the settlement  
22 agreement provided that persons have up until April 3rd, 2002  
23 to file their proofs of claim. Now, Your Honor, we did publish  
24 initially -- I'm sorry. We did mail out initially the notices  
25 of settlement and the proofs of claim on November 26th, 2001.

1 The claims administrator did that. The web site went up the  
2 next day, November 27th, 2001, and the publication in the  
3 national edition of USA Today occurred pursuant to the Court's  
4 order on December 3rd, 2001, and as a result of those various  
5 forms of notice, we did, of course, receive the 21 objections  
6 that were lodged in the docket. There were a couple of people  
7 who contacted both Mr. Brady and myself -- a Mr. Taylor and Mr.  
8 Vitros -- who said that they were not on the list, but they  
9 became aware of the pendency of the action because of both the  
10 web site and the publication, and we adjusted the list to add  
11 them in, and by the same token, the persons who we missed who  
12 should've been dropped that took the EPMC settlement were also  
13 picked up and dropped as a result of that. So we know that the  
14 notice was effective.

15 But, in any event, the settlement, as we worked it  
16 out with Continental, provides up until April 3rd for persons  
17 to file their proofs of claim, and what we would propose to the  
18 Court is language in the final judgment that says that, "The  
19 Court finds that the class consists of those persons identified  
20 on Exhibit A, attached hereto --" that's the list of 583 people  
21 "-- without prejudice to persons who file a proof of claim on  
22 or before April 3rd, 2002 and who established to the mutual  
23 agreement of the parties or absent same to the Court that they  
24 satisfy all criteria necessary to be included in the class."

25 Of course, the criteria is the criteria that's

1 contained in the class definition that Your Honor entered back  
2 at the time that you certified this as a class action in  
3 February of 2001. So we think that with that failsafe method  
4 of making certain that anybody who pops up later on who might  
5 have been missed has an opportunity to come in. We think that  
6 we hopefully have satisfied the Court's concerns about having a  
7 mechanism to include people if they were inadvertently missed  
8 and did not file their claim.

9 THE COURT: All right. Does anybody wish to be heard  
10 regarding that -- the class certification issue?

11 MR. O'NEILL: Yes, Your Honor.

12 THE COURT: Please step forward and identify yourself  
13 for the record.

14 MR. O'NEILL: My name is -- thank you -- my name is  
15 Ramon O'Neill, and I'm a LPP claimant. A little bit of the  
16 background. I'm the founder of EPFF, which later become LPP  
17 claimants, and we -- I'd like to talk a little bit about this  
18 class definition, Your Honor, because we've got 700 names  
19 missing from this list, and here's where are -- I arrive from.

20 Class definition includes all members of the Airline  
21 Pilots Association. All members of the Airline Pilots  
22 Association, per the Runway Labor Act, are all members covered  
23 under a collective bargaining agreement. One of the problems  
24 that we have here today is the negotiations between the debtor  
25 and the class counsel has been conveniently done to exclude

1 these 700 --

2 THE COURT: Who are these 700? Have they settled  
3 their claims already?

4 MR. O'NEILL: No, ma'am. They are on our seniority  
5 list on November of 1990. All right? Now here's what's  
6 happening, Your Honor.

7 Back in 1991 in this Bankruptcy Court, without -- the  
8 best I could find out without notion of this Court knowing that  
9 there was an arbitration taking place during these proceedings,  
10 which is called the Jerome Ross arbitration, which included  
11 Peoples Express, Continental, New York Air, and Frontier  
12 Airlines, all of who were subsidiaries of Texas Air which later  
13 became Continental Holding, later became Continental Airlines.  
14 Out of the 700 people that are missing which -- and we go into  
15 an arbitrator. The arbitrator will use the seniority list as  
16 the class, because that is the real class once we get into an  
17 arbitration.

18 There is a big group that Continental conveniently --  
19 all right -- honor the labor protective provisions and  
20 protected their jobs. They protected their seniority. They're  
21 in Continental right now, Your Honor. I got the arbitration  
22 with me. I got part of the seniority list with me that will  
23 show exactly what happened, and it's Mr. Ross' arbitration that  
24 states very clearly that Continental hired pilots in 1987 only  
25 and for Eastern convenience. Those pilots came to Eastern.

1 THE COURT: Well let me hear from the debtor.

2 What --

3 MR. BRADY: Your Honor, I believe you've already  
4 ruled as to what constitutes this class. In Your Honor orders  
5 of February 3rd there are three criteria to be part of this  
6 class. You have to be entitled to the benefits of the  
7 collective bargaining agreement between Eastern and the Airline  
8 Pilots Association in effect at the time of the alleged merger  
9 between Eastern and Continental. You had to have timely filed  
10 a proof of claim in the bankruptcy proceeding for the  
11 enforcement of the labor protected provisions in the CBA, and  
12 you had to not have settled, waived, or otherwise relinquished  
13 your claim against Continental.

14 The affidavits we've submitted, both Continental and  
15 the class plaintiffs, a list that we have attached, are the  
16 people who meet this criteria.

17 THE COURT: Well what about the 700 people who he  
18 says are not on that list?

19 MR. BRADY: Well, first, I don't know if Mr. O'Neill  
20 has standing to raise this issue on their behalf. I don't know  
21 who they are. I believe he said that they are working for  
22 Continental. As a result, they probably did not file a claim  
23 against Continental, and therefore would not --

24 THE COURT: For reinstatement.

25 MR. BRADY: -- constitute this class.

1 MR. O'NEILL: That's not true, Your Honor. The  
2 Airline Pilots Association filed a claim on their behalf.  
3 They've got a blanket umbrella claim that was filed in this  
4 Court.

5 MR. BRADY: The Airline Pilots Association withdrew  
6 their claim as a result of the Continental settlement.

7 THE COURT: Yes, they withdrew their claim as a part  
8 of that settlement, but others had the right to file claims.

9 MR. O'NEILL: That's correct, and others under the  
10 Third Circuit Court, Your Honor, have a right to arbitrate.  
11 The class will be established in the arbitration. What they  
12 have created is a sub-class that the arbitrator will have, and  
13 this -- I mean it's ridiculous. I'm sorry to say that, but I  
14 could prove right now right here that they -- this arbitration  
15 took place in this Court with -- well you were not presiding  
16 the case.

17 THE COURT: There was no arbitration in this Court.

18 MR. O'NEILL: Yes, ma'am. I got the arbitration. I  
19 got the dates. There was an arbitration in this Court. They  
20 hid it. They never told anybody.

21 THE COURT: Well do you know what he's referring to?

22 MR. BRADY: No, Your Honor. I've been working on  
23 this case since December 3rd, 1990, and I have no idea of what  
24 he's talking about. I'm unaware of any arbitration that  
25 occurred before Judge Bailey.



1 MR. O'NEILL: Okay. Your Honor, if we go to the  
2 class 13 claims, at this point there is a claim on behalf of  
3 Peoples Express Merger Committee. I got a copy of that which  
4 proves there was a claim due to that arbitration. I've got the  
5 arbitration with me, Your Honor.

6 THE COURT: Do you want to introduce anything into  
7 evidence?

8 MR. O'NEILL: Yes, ma'am.

9 (Pause)

10 MR. O'NEILL: Your Honor, I introduce Jerome Ross  
11 arbitration. Let me make sure I got the right copies.

12 (Pause)

13 MR. O'NEILL: Your Honor, if we go back to the last  
14 page of the arbitration and we look at the dates, the decision  
15 was rendered August 13, 1991. The bankruptcy proceedings of  
16 Continental Airlines started August 3rd of 1990. All right?

17 If we look at the schedule of the arbitrator, which  
18 is on page seven, he delineates all his schedule, and you could  
19 see the hearings were taking place under the bankruptcy  
20 proceedings of Continental Airlines.

21 If we go to page --

22 THE COURT: What -- start over again.

23 MR. O'NEILL: The last page --

24 THE COURT: What page are you?

25 MR. O'NEILL: On the last page, Your Honor, and I'll

1 go slow.

2 THE COURT: It was August of '91, yes.

3 MR. O'NEILL: August, '91. If we go to page seven,  
4 second paragraph, starting with, "Hearing before the  
5 undersigned arbitrator were held," the hearings were taking  
6 place during these proceedings. It delineates they obviously -  
7 - it will say December 14th and 15th. It's after the  
8 proceedings of this Bankruptcy Court started. All right.

9 If we go to page 58, in the middle of the first  
10 paragraph, second sentence on page 58, Your Honor, "The  
11 Continental pilots hired after April, '87 were hired for the  
12 benefit of Eastern and not Continental. It would be unfair to  
13 place them ahead of the FMR," which means they were merged.  
14 These pilots came to Eastern, and I would like to introduce at  
15 the present time part of the seniority list which will  
16 demonstrate that pilots going from one seniority list to  
17 another.

18 THE COURT: Now where is this Exhibit 8 from?

19 MR. O'NEILL: Okay. If -- counsel already spoke  
20 about December, 1990 pilot seniority list, which obviously he  
21 could attest, and so did the --

22 THE COURT: What is this, and where --

23 MR. O'NEILL: Okay. That --

24 THE COURT: -- is it from?

25 MR. O'NEILL: Okay. Your Honor, the front page is a

1 copy of Eastern pilots -- an excerpt of Eastern pilots  
2 seniority list.

3 THE COURT: It's part of the Eastern pilots seniority  
4 list.

5 MR. O'NEILL: Yes, ma'am. The second page is part of  
6 Continental pilots seniority list. If we go to the Eastern  
7 pilots seniority list and we go down by seniority number 3698,  
8 we got Mr. Benson, R.B. In other words, Robert Benson, hired,  
9 seniority date 03/06 of '89, as a DC-9 captain. None of us,  
10 Your Honor, being senior to him were captains on the nine at  
11 that point on time.

12 THE COURT: Well are you testifying?

13 MR. O'NEILL: No.

14 THE COURT: Is this all conceded?

15 MR. O'NEILL: What do you mean conceded? They have  
16 --

17 MR. BRADY: Your Honor, with respect to the first  
18 exhibit, it appears to involve Peoples Express and, of course,  
19 this class is related to those who were covered by the Eastern  
20 collective bargaining agreement, so I'm not sure of the  
21 relevance.

22 THE COURT: I haven't read it, but --

23 MR. BRADY: Well, certainly this class are those who  
24 are claiming entitlement to the protections of the LPP  
25 provisions in the Eastern collective bargaining agreement. I'm

1 not sure of the relevance of the first exhibit which deals with  
2 Peoples Express. I've never seen the second exhibit and cannot  
3 attest to its accuracy or its relevance.

4 MR. TRALINS: Your Honor, I might be of a little  
5 assistance. The documentation that Mr. O'Neill has given you  
6 concerns an arbitration that was conducted pursuant to a Court  
7 order, and at page seven it says who it involves, and it  
8 involved Continental, PEX, Frontier, and New York Airlines, and  
9 the purpose of that arbitration was to determine how to  
10 integrate the pilots from PEX, Frontier, and New York into  
11 Continental's seniority list, because Continental had acquired  
12 various assets -- had acquired the airlines actually, and what  
13 the arbitrator talks about in this is how to merge those lists  
14 together, and that has nothing to do at all with the issue  
15 that's before us other than the fact that what Mr. O'Neill's  
16 pointing to is that the arbitrator in that case found that some  
17 of these pilots had derived from or were flying routes that had  
18 been owned by Eastern Airlines. None of that is germane to the  
19 issue here where Eastern Airline employees filed claims in this  
20 bankruptcy in 1991 contending that they were entitled to  
21 seniority rights of Continental because of a merger involving  
22 Eastern which wasn't a party to this other arbitration.

23 So I think what Mr. O'Neill's saying is that there is  
24 another arbitration that provides some evidence that Eastern  
25 assets, in fact, were acquired by Continental, but the bottom

1 line of it is that, that would be evidence to be utilized in an  
2 arbitration, if one were necessary, to determine whether or not  
3 there was a merger between Eastern and Continental. And the  
4 reason the settlement is before the Court is that Continental  
5 has essentially conceded, for purposes of resolving these  
6 claims, that it recognizes the claims of all of the Eastern  
7 pilots who assert entitlement for purposes of settling those  
8 claims. There is no need for an arbitration, because it  
9 recognized the claims, and pursuant to Your Honor's decision  
10 with regard to the application of 502(b)(7), not only will it  
11 pay them pursuant to Your Honor's ruling but pursuant to the  
12 settlement agreement, it will pay them substantially more than  
13 they would otherwise be entitled to. Since Mr. O'Neill -- on  
14 the one hand, he's pointed to evidence that would support the  
15 proof of a merger, but we don't need to get to that point,  
16 because of the practicality -- the practical effect of Your  
17 Honor's decision.

18           The other point, Your Honor, is that the first page  
19 is taken from the Eastern seniority list of November of 1990,  
20 and the second page identifies itself as a page from the  
21 Continental seniority list from July 1st, 2000.

22           THE COURT: It's only one page so -

23           MR. TRALINS: I'm sorry. Mr. O'Neill gave me two  
24 pages.

25           THE COURT: Yes, I mean one page of each.

1 MR. TRALINS: Yes, ma'am. The first page I recognize  
2 as having come from the Eastern 1990 seniority list, and the  
3 second list is the pilot seniority list, at least according to  
4 its identifiers, of Continental, July 1st, 2000.

5 THE COURT: Yes.

6 MR. O'NEILL: Your Honor, I only brought one page,  
7 because it was practical, but both plaintiffs and the debtors  
8 could supply both seniority lists, and as Mr. Tralins has  
9 already confirmed, that is not a Peoples Express seniority  
10 list. That is an Eastern pilot seniority list was covered in  
11 the collective bargaining agreement which --

12 THE COURT: But what does this decision have to do  
13 with this?

14 MR. O'NEILL: Ma'am, that you're excluding 700 pilots  
15 that --

16 THE COURT: Where is the list of the 700 pilots, and  
17 who are they, and why do you say they're missing?

18 MR. O'NEILL: The reason why they're missing is,  
19 because they never wanted this Court to find out that these  
20 pilots, some of them, have been given full remedy under the  
21 LPP's, Your Honor.

22 THE COURT: Now the pilots who did not file proofs of  
23 claim are not covered by this, so if they did not file a proof  
24 of claim in this case --

25 MR. O'NEILL: Your Honor --



1 THE COURT: -- they're not covered by this.

2 MR. O'NEILL: They did file proof of claims, because  
3 ALPA filed proof of claims on their behalf.

4 THE COURT: And withdrew its claim when it settled.

5 MR. O'NEILL: That is correct, but -- all right? And  
6 all litigation we have taken -- we have taken the stand that we  
7 have represented all pilots that had a right to arbitrate, and  
8 just as counsel said, they were covered by the collective  
9 bargaining agreement, which they were. That was part of the  
10 class requirement. These pilots were covered by the collective  
11 bargaining agreement.

12 THE COURT: If they want to be covered by the class,  
13 they have to file a proof of claim here. They have until April  
14 to file a proof of claim here if they want to be covered by  
15 this. So if they're missing, and if you have the list, give it  
16 to the debtor. The debtor will provide notice --

17 MR. O'NEILL: Okay.

18 THE COURT: -- but they have until April 3rd?  
19 Thirteenth? Third?

20 MR. BRADY: April 3rd, Your Honor.

21 THE COURT: Now, Your Honor, my question to this  
22 Court is some of these pilots have already been given full  
23 relief.

24 THE COURT: Then they have no claim.

25 MR. O'NEILL: And how come we've been treating it

1 differently?

2 THE COURT: Well I only deal with what you're  
3 entitled to be treated. I cannot deal with how others may have  
4 been treated.

5 MR. O'NEILL: Even though we're in a class at this  
6 point on time?

7 THE COURT: They haven't filed a proof of claim,  
8 because they cut a different deal with the debtor I presume.  
9 Are you referring to the ALPA and the other --

10 MR. O'NEILL: No, ma'am.

11 THE COURT: -- settling --

12 MR. O'NEILL: There is no separate deal. What the  
13 debtor has done is they have picked and choosed pilots and  
14 merge them and made them whole. They took them to Continental.  
15 They got their seniorities over there. That's what I'm trying  
16 to demonstrate with that -- those two pieces of paper I gave  
17 you. Mr. Benson has been completed compensated. The full  
18 rights of the LPP's were given to Mr. Benson, and like that  
19 there's about 40 pilots, and here we are in a class, and this  
20 Court is saying that once we go to arbitration, we come back,  
21 we're going to dealt with a 502(b)(7) which is a disparity of  
22 the class itself, and that's my question. There's different  
23 remedies within the class. It's not an equitable remedy.

24 THE COURT: Well how does the debtor want to address  
25 that?

1 MR. BRADY: Your Honor, I'm not aware of Mr. Benson  
2 being -- his hiring and his circumstances surrounding that. It  
3 may have been that Continental did hire Eastern pilots when  
4 Eastern ceased operations, and Continental would hire pilots if  
5 it had openings. I know as part of the ALPA settlement, there  
6 was some provision made for the ability to re-hire some of the  
7 pilots under ALPA. Those who took that are getting different  
8 treatment than those who remain, but those are the chances one  
9 takes when one seeks to pursue different remedies.

10 The EPMC, Your Honor, withdrew their claims in the  
11 bankruptcy and sought to recover under the New Jersey action.  
12 Just recently, the Third Circuit ruled affirming Your Honor and  
13 the District Court that, that action is barred, so those  
14 claimants will receive nothing. People will receive different  
15 recoveries if they choose different options in the bankruptcy  
16 case. If settlements are offered and not taken, you take the  
17 risk that you may get a different treatment based on what --

18 This is a pot plan. Eventually, the pot will be  
19 gone, and those who don't participate will not recover. That's  
20 an unfortunate reality in a bankruptcy proceeding when the  
21 money to go around is not nearly enough to cover the claims.

22 MR. O'NEILL: Your Honor, addressing Mr. Benson  
23 again, Mr. Benson goes through a three-way LPP assurance from  
24 Texas Air. Mr. Benson starts at Peoples Express. His  
25 seniority is dictated by the Ross arbitration. Peoples Express

1 ceases operation. Mr. Benson is an employee of Eastern  
2 Airlines. Under Eastern's collective bargaining agreement,  
3 there is no more LFP's on Benson, because Peoples Express had  
4 already ceased.

5 Mr. Benson was a captain at Peoples. Mr. Benson's  
6 seniority was respected when he comes to Eastern Airlines as a  
7 captain. Mr. Benson's seniority again is respected when he  
8 goes to Continental as a captain. He's not a new hire, as the  
9 debtor claims, and like that, we've got 40 other pilots which  
10 falls within the same class that the arbitrator will put  
11 together, and what the debtor and the counsellor are trying to  
12 do is create a sub-class and this not to come to light.

13 THE COURT: Well those who chose different avenues  
14 got different treatment, as the debtor said. Those who settled  
15 under ALPA got different treatment.

16 MR. O'NEILL: That is correct, Your Honor.

17 THE COURT: But I don't believe that you can complain  
18 that you did not get the treatment that others who settled got  
19 when you had the opportunity under ALPA to settle and did not.

20 MR. O'NEILL: I am not complaining about that, Your  
21 Honor. What I'm complaining is what the debtor and the class  
22 counsellor are trying to do is keep me away from an  
23 arbitration. That is my remedy.

24 THE COURT: Well deal with that. That's a different  
25 issue. Mr. Tralins.

1 MR. TRALINS: And, Your Honor, that issue is the  
2 issue that's at the core of the 21 objections that Your Honor  
3 received. Perhaps the clearest statement of the law of the  
4 case was in the Third Circuit's decision filed last Friday,  
5 January 25th, 2002 in what -- in the case that they now refer  
6 to themselves as Continental two, and the Court said at page  
7 six with regard to the core of the decision that, "The legal  
8 basis for the relief awarded arbitration to determine  
9 entitlement to and if so the amount of damages was the heart of  
10 the whole issue that's before the Court."

11 And certainly, the Third Circuit in Continental one  
12 ruled favorably for the LPP claimants in requiring Continental  
13 to arbitrate the issue of whether or not there was a merger,  
14 and certainly, we acted as soon as the Supreme Court denied  
15 certiorari to proceed with that arbitration, but in the  
16 analysis and in the negotiations that we had with Continental,  
17 we realized that the key to the issue was, since Continental  
18 was absolutely and unequivocally vested with the right to sub  
19 -- to the equitable remedy of money damages for jobs, to  
20 determine what the measure of damages were.

21 In 1991, when the Airline Pilots Association filed  
22 its proof of claim in this Court, Continental's reaction  
23 immediately was to file an objection to the claim that flat out  
24 stated, number one, we don't believe there was a merger, but  
25 number two, if there was a merger, the value of the claims are

1 limited by 502(b)(7) to one year's wages. In one of the  
2 exhibits that Mr. O'Neill attached to his objection and that  
3 Mr. Mendez also attached to his -- it was a carbon copy of the  
4 objection -- in fact, they attach a page of the proposed  
5 disclosure plan of Continental where Continental talks about  
6 the fact that they were setting aside over \$200 million to  
7 address the potential liability on LPP claims based upon the  
8 application of 502(b)(7) which was Continental's position that  
9 it was all their liability was.

10           So when we talked about this with Continental and we  
11 mutually agreed that it would be in everybody's best interest -  
12 - the pilots and everybody -- and by this time the litigation  
13 had been going on for eight years to try to figure a way out to  
14 resolve this -- we recognized that the key to the issue is what  
15 are your damages, and if we could get that issue resolved, we  
16 would know whether or not we should go forward with an  
17 arbitration and take our chances that we'd be able to prove  
18 that there was a merger assuming we couldn't come to a  
19 settlement that my clients felt would adequately compensate  
20 them, and that the Court would approve, or we would get the  
21 case settled, and it was within that context that Continental  
22 said even though the salary ranges were \$31,000 to \$51,000, if  
23 one year applies to flight officers and second -- and first  
24 officers and captains, we will agree that if we're correct and  
25 you're wrong, we'll still value the claims in bankruptcy at



1 \$110,000.

2 As a quid pro quo for going forward on a class wide  
3 basis as a (b) (2) class, non-opt out class, because it is a  
4 legal question that equally affects every LPP claimant as to  
5 what they're money damages are, we'll do that, so that at least  
6 we can start to put an end to this litigation that's been going  
7 on forever.

8 And so the core of this issue is, at least from the  
9 objector's standpoint is they still want their day in Court.  
10 They want their day in Court, because they want to prove  
11 through an arbitration that there was a merger, and they like  
12 to do that I think for psychological reasons, for emotional  
13 reasons. They've been tied up in it a long time.

14 There's no question Mr. O'Neill has been involved  
15 with this case from day one. He was one of the first persons  
16 who brought this together along with Mr. Dunn and Mr. Mann and  
17 Mr. Baldrige, but putting emotions aside for a moment, the  
18 fact of the matter is that under the Third Circuit's decision  
19 that the legal basis for the relief awarded is arbitration to  
20 determine entitlement to and if so the amount of damages since  
21 the damage issue has been resolved, it's pointless to have an  
22 arbitration, and I would respectfully suggest to Your Honor,  
23 and I think Continental will confirm this, that if anyone of  
24 the 21 objectors who want to preserve their right to  
25 arbitration make a demand for arbitration to the National

1 Mediation Board and the appointment of an arbitrator --  
2 Continental will simply say we recognized their claims in  
3 bankruptcy. There's no need to have an arbitration, because we  
4 recognized the claims, and we're willing to pay them based on  
5 the Court's 502(b)(7) ruling.

6 And although my clients, Mr. Baldridge, Mr. Mann, Mr.  
7 Dunn, and myself as counsel -- I certainly couldn't represent  
8 to the Court that we're happy with the decision that was made  
9 applying 502(b)(7). On the other hand, we understand the  
10 decision. We believe -- I believe, and I've advised my  
11 counsel, that Your Honor's decision will be sustained or would  
12 be sustained on appeal, and that to buy three or four more  
13 years' worth of appeals and then three or four or five years'  
14 worth of arbitration proceedings to prove that there was a  
15 merger to end up -- if we could win on that issue and end up  
16 right back in Court and drag this out, just doesn't make any  
17 sense any longer.

18 So I think really what we're doing here is applying  
19 the law of the case as it deals with measure of damages to a  
20 settlement agreement that compensates -- not only compensates  
21 the members of the class adequately but gives them anywhere  
22 between two times and three and a half times what they would  
23 otherwise receive if they went through the arbitration,  
24 prevailed at the arbitration, had the seniority integration  
25 done, and came back to Continental -- came back to this Court

1 and asked for their damages based on 502(b)(7) or one year's  
2 wages.

3 And that really is the heart of the settlement and  
4 why we believe that all of the Gerst criteria that we talked  
5 about in the petition have been satisfied. It's been a long  
6 torturous route over 11 years to get to this point. We first  
7 had to start with the injunction that was entered as against  
8 Continental. I was -- participated, and I was there at the  
9 Casher arbitration proceedings when Continental flat out said  
10 they're not coming and got an injunction that said they didn't  
11 have to participate.

12 And, of course, as Your Honor is well aware from the  
13 opinions that you've written, we took that all the way up to  
14 the Supreme Court and then came back here, and it was building  
15 that law of the case that allowed us to get to the point with  
16 Continental, after 11 years of battling, to achieve what we  
17 believe is a just and fair settlement of this case for the  
18 benefit of all of the class members.

19 THE COURT: All right. Mr. O'Neill.

20 MR. O'NEILL: Thank you, Your Honor. Your Honor, I  
21 agree with Mr. Tralins' comments. It's been a very hard  
22 battle, but when we started this, our goal was to get into  
23 arbitration, and the objection that I sent, there are three  
24 letters to the National Mediation Board.

25 THE COURT: But address his issue it would make no

1 sense to go to arbitration now because --

2 MR. O'NEILL: No, it makes sense because --

3 THE COURT: Why?

4 MR. O'NEILL: -- because we were part of the Ross  
5 arbitration. We became part of the Ross arbitration when Mr.  
6 Ross merged some of our pilots in that arbitration.

7 THE COURT: What do you think you will win -- if you  
8 win the arbitration, what do you think you will get?

9 MR. O'NEILL: Well we've got to find out if this  
10 Court could overturn the arbitration, because it's an  
11 arbitration that was already consummated in 1991.

12 Under the Runway Labor Act, once you put a list on,  
13 the obligation of the debtor was to submit all of the Eastern  
14 pilots in this arbitration, and they did not. They only  
15 submitted some.

16 THE COURT: Well but --

17 MR. O'NEILL: So the arbitration concluded in 1991.  
18 Now we go back to --

19 THE COURT: This arbitration did not deal with  
20 Eastern.

21 MR. O'NEILL: Yes, ma'am, and take --

22 THE COURT: Where does it say it deals with Eastern?

23 MR. O'NEILL: In a lot of places, ma'am.

24 THE COURT: Well it doesn't say it in the caption.

25 MR. O'NEILL: It does mention that there were pilots,

1 all right, and if we go back to --

2 THE COURT: It doesn't say that it's in reference to  
3 the Eastern pilots.

4 MR. O'NEILL: No, ma'am, but throughout the  
5 arbitration, the arbitrator makes rulings and observations of  
6 all -- of everybody merged together and how he brings these  
7 specific pilots into his arbitration.

8 If we go back to page 58 where I read at, Your  
9 Honor --

10 THE COURT: Well go to page 133. There is no  
11 award --

12 MR. O'NEILL: Towards the -- specifically to the  
13 Eastern pilots.

14 THE COURT: Correct.

15 MR. O'NEILL: That's correct, but there is an award,  
16 all right, to the pilots that were on furlough from Eastern.

17 THE COURT: Where is that?

18 MR. O'NEILL: That's basically said immediately -- it  
19 starts immediately after, "Bankers insert former PX pilots D.A.  
20 Hill --"

21 THE COURT: What page? What page?

22 MR. O'NEILL: One 34, ma'am.

23 THE COURT: And where is it?

24 MR. O'NEILL: Well it doesn't specifically say  
25 Eastern pilots, but if we take the list of Eastern pilots and

1 the list of Continental, it will reflect that there were  
2 Eastern pilots on the Eastern collective bargaining agreement  
3 that were merged in six, seven, and eight not including more  
4 senior like Mr. Benson.

5 THE COURT: Well but those were PEX pilots.

6 MR. O'NEILL: No, ma'am, they were Eastern pilots.  
7 PEX did not exist. There were Eastern pilots on the Eastern  
8 pilots seniority list.

9 THE COURT: Well but this is dealing with former PEX  
10 pilots not with Eastern pilots. The decision dealt with  
11 Peoples Express not with Eastern, and while they may at that  
12 moment have been an Eastern pilot, the award was based on the  
13 Peoples Express merger. Was it not?

14 MR. O'NEILL: Yes and no. All right? The yes is  
15 Continental represented them as Peoples Express pilots.

16 THE COURT: Well --

17 MR. O'NEILL: All right. That's --

18 THE COURT: -- former Peoples Express pilots.

19 MR. O'NEILL: Former Peoples Express pilots. In  
20 reality they're Eastern pilots under the Eastern collective  
21 bargaining agreement.

22 THE COURT: Well at that moment they were, but this  
23 dealt with what was the effect of the acquisition of Peoples  
24 Express --

25 MR. O'NEILL: That is --



1 THE COURT: -- not with the acquisition of Eastern.

2 MR. O'NEILL: That is correct, Your Honor, but --

3 THE COURT: Okay.

4 MR. O'NEILL: -- throughout the arbitration it  
5 explains how were -- how it was proper to move these pilots  
6 from Peoples Express to Continental to Eastern back to  
7 Continental or some from Peoples Express down to Continental.  
8 So basically when you have a whole merged conglomerate of  
9 airlines, the Runway Labor Act under its definition calls it a  
10 merger.

11 Now Continental kept this arbitration away from us,  
12 kept this arbitration away from this Court, kept us away from  
13 arbitration so we could join this arbitration at that proper  
14 time.

15 THE COURT: Well -- and that was sustained by the  
16 Third Circuit and the Supreme Court --

17 MR. O'NEILL: In 1992.

18 THE COURT: Right with respect to your rights.  
19 Haven't your rights already been decided by the Third Circuit's  
20 decision that you can only get a money judgment?

21 MR. O'NEILL: Well, you know, it's supposed to be --

22 THE COURT: So even if I let you go to arbitration,  
23 you would not get anything other than a money judgment.

24 MR. O'NEILL: Yes, that's true, but I could go after  
25 Continental for inferred labor practices. It all depends how

1 the arbitrator gives me the award, Your Honor.

2 THE COURT: Whatever you get, you can only get a  
3 money judgment.

4 MR. O'NEILL: That's correct, but I -- the  
5 question --

6 THE COURT: So we're talking today how much that  
7 money is.

8 MR. O'NEILL: That's correct, Your Honor. You're  
9 limiting me to 502(b)(7). I'm saying --

10 THE COURT: I've already done that.

11 MR. O'NEILL: Yes, you have. I'm saying, ma'am, when  
12 that was taking place, this Court did not know that there were  
13 pilots in the Eastern pilots seniority list, part of this class  
14 compensated as a whole.

15 THE COURT: Well but they were compensated not  
16 because they were Eastern pilots, but because they were Peoples  
17 Express pilots.

18 MR. O'NEILL: No, ma'am, we got -- in this list we  
19 also got a pilot that got compensated in money. He never went  
20 back to Continental Airlines, and his --

21 THE COURT: Well but that's what the debtor's  
22 offering you, money.

23 MR. O'NEILL: Yea, but he got compensated 100 cents  
24 on the dollar.

25 THE COURT: Well --

1 MR. O'NEILL: I'm getting compensated on a year's  
2 salary, which we'll discuss the amount later, which is not  
3 true, what Continental's paying either. The amount is way  
4 higher than \$50,000, Your Honor.

5 THE COURT: What was your salary?

6 MR. O'NEILL: My salary was \$72,000 a year, ma'am.

7 THE COURT: Well, the offer is 110,000 in equivalent.

8 MR. O'NEILL: That is correct.

9 THE COURT: So it is more than the one year.

10 MR. O'NEILL: It is, yes, but it's -- okay. It's --  
11 but that doesn't include my furlough pay which my collective  
12 bargaining agreement includes. That does not include my  
13 vacation, which the collective bargaining agreement -- all  
14 right? There's 42 sections to this collective bargaining  
15 agreement, Your Honor, and they're just referring to us pay --  
16 a year's salary. I had -- all right -- salary, pension of six  
17 percent a year, vacation, which if I round it up it's about  
18 \$143,000.

19 THE COURT: But all of that is included within the  
20 one year cap.

21 MR. O'NEILL: No, ma'am. That is a one-year cap.

22 THE COURT: Have you evaluated his particular claim  
23 and --

24 MR. BRADY: No, Your Honor, none of this appears in  
25 his response to the settlement, so I was unaware. I can -- no

1 one, to our knowledge, prior to today has disputed the fact  
2 that \$110,000 was more than any one year salary of any of the  
3 pilots covered by the CBA.

4 MR. O'NEILL: Your Honor, I did bring it up in the  
5 objection. I did submit an exhibit that's a letter from  
6 Continental which was -- I was going to address.

7 THE COURT: What letter is your objection?

8 MR. O'NEILL: Okay.

9 THE COURT: On the agenda. Let me ask Mr. Brady.

10 MR. BRADY: He is C, Your Honor -- 2C.

11 THE COURT: And K. Which one is it?

12 MR. BRADY: I believe they're duplicates.

13 THE COURT: All right. I have your response. What  
14 did you attach?

15 MR. O'NEILL: There is a letter from Continental  
16 Airlines to Mr. Myles Tralins dated September 20th, 1999.

17 THE COURT: Let me find it.

18 (Pause)

19 THE COURT: September 25th, 1997?

20 MR. O'NEILL: No, September 20th, 1999 which is  
21 basically the settlement proposal to Mr. Tralins.

22 THE COURT: Okay, and?

23 MR. O'NEILL: On the second page there's a footnote  
24 on the bottom, "Pursuant to pilot employment policy," he  
25 writes, "August 1st, 1990, Chapter 12, effective 4/1/91, the

1 pay scale of the first-year captain would've been \$59.51 per  
2 flight hour for 72 hours a month guaranteed -- salary 51 330 at  
3 34."

4           Your Honor, none of us are one-year captains here to  
5 start off with. The median here, it's a lot more senior than  
6 Continental. The median, if there was an arbitration, we  
7 would've been merged in 1986. In 1991 I would've had a median  
8 of 11 years cap. Also, what Continental fails to tell Mr.  
9 Tralins is that there was also a add on to this yearly salary  
10 at Continental which was basically a need to clause which was  
11 brought to this Court, and it was sent to arbitration under Mr.  
12 Geyer, and I got the order of the Court which add ons to the  
13 salary of Continental.

14           So the median of a year's salary, Your Honor, if we  
15 start and compute of all the class plaintiffs is sitting on  
16 \$74,000 a year.

17           THE COURT: Well how do I know that, that's the  
18 median?

19           MR. O'NEILL: Well, they always have -- I mean I  
20 could go through three different documents, and I get three  
21 different numbers from the debtor. I go to the re-  
22 organizational plan --

23           THE COURT: But can I -- can somebody give me a  
24 better feel for -- if I assume you're correct and each of the  
25 pilots won arbitration and, therefore, the debtor was directed

1 to put them in at your seniority level, do you have any  
2 evidence of what each of the pilots seniority -- asserted  
3 seniority level was?

4 MR. O'NEILL: Yes, ma'am. We asked for three.

5 THE COURT: Well, do you have the list? I mean --

6 MR. O'NEILL: I don't have the whole list, Your  
7 Honor, but they do. They've been consulting with us. The  
8 class plaintiff -- the class counsel tells me, "Well I've  
9 looked over this list, and I have consulted." I've looked  
10 through lists and different documents, and I get different  
11 amounts, so I did a research, and I also found need to cross,  
12 which I'll be more gladly to enter into the Court.

13 THE COURT: All right. Let me ask Mr. Tralins.

14 MR. TRALINS: Yes, Your Honor?

15 THE COURT: I wasn't aware that 51,000 was based on  
16 first-year salary.

17 MR. TRALINS: Your Honor, I've had some discussions  
18 with Continental concerning the salary ranges. I referred  
19 earlier to one of the exhibits to the documentation submitted  
20 by Mr. O'Neill, and at page 825 of it Continental said in its  
21 filing -- and I think this was back in 1991 or '92 -- "The  
22 maximum amount of any LPP claim is the value of one year's  
23 compensation for each pilot. The weighted average compensation  
24 for Continental pilots is approximately \$67,581."

25 And then they go on to point out that these



1 are 502(b)(7) claims, and what they say is that Continental  
2 proposes to reserve based on an estimate of \$202,743,000 for  
3 the LPP claims based upon this \$67,581 figure which they tell  
4 the Court should substantially over reserve for the claims even  
5 if they are ultimately allowed, because the proposed estimate  
6 reserves for every LPP claim, but, in fact, many pilots who  
7 filed claims were too low on the seniority list to have been  
8 hired by Continental even if the LPP's have been in effect,  
9 and, of course, that also included flight officers, first  
10 officers who start at a much lower level.

11 Continental -- and Mr. Brady and I talked about this  
12 last week -- advised us that the maximum salary ranges that  
13 they had for pilots at that point in time was far below the  
14 \$110,000 figure. It's my understanding -- and I certainly  
15 stand corrected if I'm wrong -- that in addition, the 502(b)(7)  
16 claim or limitation is a wage limitation, and that fringe  
17 benefits such as contributions to retirement plans are not  
18 necessarily included in that calculation, but I will tell the  
19 Court I have no expertise and do not profess any to say that  
20 with any certainty.

21 THE COURT: Well it refers to compensation, but I  
22 believe that the courts have interpreted that to include --  
23 well I know for example car allowances and other benefits that  
24 are otherwise determined to be in the nature of compensation.  
25 I don't know what -- can you explain to me what the furlough

1 allowance would be, for example?

2 MR. TRALINS: My understanding from reading the  
3 collective bargaining agreement is as it was negotiated that  
4 there are various additional means of compensating pilots  
5 depending on what their particular work conditions are, and  
6 furlough is one of them. If they're furloughed and they're not  
7 working, they're still entitled to some base salary.

8 Of course, the other problem is that you also -- one  
9 must also realize that the purpose of seniority integration was  
10 to move the pilots over from one airline to another if there  
11 was a merger and preserve their seniority level by integrating  
12 it, but it did not guarantee that they would come in at a  
13 completely new salary level, and the merger date that was  
14 stipulated to with regard to this litigation that no one has  
15 every disputed was the Eastern Airlines shutdown date of  
16 January 18th, 1991.

17 On January 18th, 1991 the salary levels at  
18 Continental, which was -- had just -- had emerged from a  
19 bankruptcy and was going back into another one was  
20 substantially lower than the salary levels were for pilots such  
21 as Mr. O'Neill at Eastern Airlines. So even though his  
22 seniority may have been preserved, his salary level and  
23 compensation benefits would not have been conserved. He simply  
24 would've come in and fit into Continental's existing salary  
25 structure which Mr. Brady can certainly speak to with a lot

1 more authority than I can.

2 THE COURT: Yes, did you -- was the reference to the  
3 67,000 weighted average a calculation based on the Continental  
4 Air salary structure taking into account the relevant pilot's  
5 years of seniority?

6 MR. BRADY: That is my understanding, Your Honor.  
7 That was in connection with our reserve motion when we wanted  
8 to do the initial distribution after confirmation. These  
9 claims obviously were still up in the air, and Continental did  
10 calculate that average as a way to reserve for these LPP  
11 claims.

12 One other note, of course, Your Honor, too is this is  
13 a settlement. Continental has always maintained that there was  
14 no merger between Eastern and Continental. Obviously, if this  
15 were not settled and were to go to arbitration, Continental  
16 would prevail, and these claimants would receive zero under the  
17 LPP provisions. Continental is in effect assuming that they  
18 win on that point for purposes of settlement only in order to  
19 resolve these, and we believe \$110,000 is above any one-year  
20 salary offered by Continental to pilots including first  
21 officers and below.

22 THE COURT: Well as of the alleged merger date, what  
23 was Continental Airlines maximum salary for pilots?

24 MR. BRADY: Your Honor, I don't believe I have an  
25 exact figure on that. What Continental's in-house attorneys

37

1 have told me, it was well below \$110,000. That's if you apply  
2 the \$51,000 for a first-year captain and you went up, but you  
3 never get close to \$110,000.

4 THE COURT: Mr. O'Neill, do you dispute that?

5 MR. O'NEILL: Yes, ma'am. In the arbitration --

6 THE COURT: Step forward.

7 MR. O'NEILL: Sorry. In the arbitration it does  
8 delineate all the pay scales of all pilot groups.

9 THE COURT: Which is Exhibit 9 that you've handed me?

10 MR. O'NEILL: Yes, ma'am.

11 THE COURT: Where would I find that in there?

12 MR. O'NEILL: It's going to take me a few seconds,  
13 ma'am.

14 THE COURT: Okay.

15 (Pause)

16 MR. O'NEILL: Page 34, Your Honor. It's the second  
17 paragraph. It says, "Continental salaries for captains range  
18 from 48,750 for first four years of service to 50,000 for five  
19 years to ten years of service in the amount of 52,500." The  
20 majority of the plaintiffs got over ten years. The majority of  
21 the plaintiffs got over 14 years, Your Honor.

22 THE COURT: Well but it still would be the maximum  
23 looks to be 64,000.

24 MR. O'NEILL: All right. Yes, Your Honor, but also  
25 Continental had a furlough clause.

1 THE COURT: Well but you wouldn't get paid the 64  
2 plus furlough.

3 MR. O'NEILL: That's part of the collective  
4 bargaining agreement, Your Honor.

5 THE COURT: You wouldn't get both.

6 MR. O'NEILL: Ah, yes --

7 THE COURT: If you're furloughed, you'd be getting  
8 your furlough pay not your regular pay.

9 MR. O'NEILL: That is up to the arbitrator, ma'am.  
10 It's not up to -- really to us. They're the one will really  
11 specify how the structure was, and there's also a me too clause  
12 that attaches to this, Your Honor.

13 THE COURT: And what is that?

14 MR. O'NEILL: A me too clause was anytime any officer  
15 of Continental got a pay raise, so did the Continental pilots.  
16 It was something that Mr. Geyer brought to this Court.

17 THE COURT: But what we're dealing with is what  
18 you're claim was as of the alleged merger date, and this  
19 appears to be, since it was done in August I think of '91 -- I  
20 mean that's after, so it could not be more than 64,000 I guess  
21 based on this decision.

22 MR. O'NEILL: That's correct, Your Honor, but that  
23 doesn't include pensions, Your Honor. There was a six percent  
24 pension in it, and the furlough clause we have -- really have  
25 to look at Continental's contract.

1 THE COURT: Well again six percent, it would be --  
2 the maximum would be six percent of the 64,000. Six percent  
3 per year you're telling me?

4 MR. O'NEILL: Yes, ma'am.

5 THE COURT: What other benefits under the collective  
6 bargaining agreement?

7 MR. O'NEILL: Well we had our right to get recall.  
8 That's part of the furlough. In other words, when Continental  
9 started hiring in 1992 and '93, we should've been recalled --  
10 offered employment.

11 THE COURT: But again --

12 MR. O'NEILL: Okay. That's --

13 THE COURT: That would be covered by your salary.  
14 I'm assuming that you win the arbitration and you're ordered to  
15 be reinstated. You'd be entitled to the one-year salary and  
16 the --

17 MR. O'NEILL: And furlough pay.

18 THE COURT: But you're getting your salary, so,  
19 therefore, you're not furloughed.

20 MR. O'NEILL: No, ma'am, because it all depends when  
21 -- how the furlough would've been structured. Like right now,  
22 to give you an example, we got pilots that are getting  
23 furloughed from U.S. Air that have been notified they're  
24 getting furloughed in September, and as part of the agreement,  
25 depending how the collective bargaining agreement is and



1 interpreted by an arbitrator -- all right -- they will get that  
2 furlough -- that salary plus furlough pay plus pension plus  
3 whatever they had on their 401K plus passes, which we're not  
4 getting, plus medical benefits for a period of time.

5 THE COURT: You won't get furlough pay in addition to  
6 salary.

7 MR. O'NEILL: Yes, ma'am, you do.

8 THE COURT: Not if you're ordered reinstated.

9 MR. O'NEILL: Well if I'm -- well it all depends when  
10 I got reinstated, but we're not going to get reinstated, Your  
11 Honor.

12 THE COURT: Right. You're getting a cash award --

13 MR. O'NEILL: We're getting terminated.

14 THE COURT: You're getting a cash award in -- well I  
15 think you'd only get -- I assume the furlough pay was less than  
16 the salary.

17 MR. O'NEILL: It all depends -- again, it all depends  
18 how the collective bargaining agreement was structured.

19 THE COURT: All right.

20 MR. O'NEILL: Some collective bargaining agreements  
21 say you'll get your year's salary and then furlough pay. Some  
22 of them just start as furlough pay. That part I'm not really  
23 familiar with. I know it's Section 40 of our collective  
24 bargaining agreement.

25 THE COURT: Well I have to determine whether the

1 110,000 is more or less than what you'd get if you got the --  
2 if you won in arbitration. I mean it seems even if all the  
3 benefits are included and the six percent pension based on a  
4 maximum salary, the 110,000 still seems to be more than one  
5 year's worth of compensation even if you won.

6 MR. O'NEILL: No, Your Honor, because it all depends  
7 how the arbitrator gives you the award. An arbitrator on the  
8 Runway Labor Act awarded me the seniority, but it could award  
9 me damages, also. All right? So the damages here, because  
10 Continental has refused, all right, to arbitrate, are endless,  
11 so it all depends how you structure your --

12 THE COURT: But I've already decided the Bankruptcy  
13 Code gives you one year --

14 MR. O'NEILL: One year.

15 THE COURT: -- so it doesn't make it endless. All  
16 right. I'm sorry, Mr. Tralins.

17 MR. TRALINS: Your Honor, there are a couple of other  
18 fundamental points that I think are important for the Court to  
19 be aware of. Number is that the collective bargaining  
20 agreement between Eastern and its pilots was signed actually  
21 the night before Texas Air acquired Eastern Airlines, and when  
22 it was signed, the provision that deal with the LPP's was  
23 handwritten in on the back of the otherwise typewritten and  
24 negotiated collective bargaining agreement, and what it said  
25 was that Sections 2, 3, and 13 of the Allegheny Labor --

1 Allegheny Mohawk LPP's are adopted herein. Allegheny Mohawk  
2 some years before had, had litigation over what the LPP's  
3 meant, and the only thing that really was adopted and carried  
4 through was the fact that pilots were looking for and seeking  
5 protection in the event of a merger through the sale of certain  
6 assets that would impact on pilot jobs.

7           The issue before an arbitrator is only -- there are  
8 only two issues before the arbitrator -- any arbitrator that  
9 would arise out of the Continental dispute for the LPP  
10 claimants. One, was there a merger, and two, if so to  
11 integrate the pilots. Issues of awarding damages under  
12 Eastern's collective bargaining agreement were not an issue,  
13 have never been an issue, and were never any part of the  
14 proceedings as against Continental or for the LPP claimants,  
15 although the union asserted halfheartedly a right to front pay  
16 and back pay.

17           During the arguments before the District Court Judge,  
18 the Third Circuit, and in the briefs before the United States  
19 Supreme Court, it was clear that the only thing anybody was  
20 ever looking for were jobs based upon the LPP provisions.

21           The second point that I think is important, and Mr.  
22 Brady alluded to it, is I've been looking at this for 11 years  
23 and looking hard at the problems and the issues that we would  
24 face as to whether or not we would be able to prevail on the  
25 issue of a merger, and candidly, I have advised my clients and

1 it is my opinion that, that is a very difficult task not only,  
2 because we have to go back 16 or 17 years, but because we've  
3 got, first of all, a decision that was previously made when the  
4 union brought litigation. It was a single carrier. There was  
5 no single carrier, which creates certainly a barrier that there  
6 was a merger.

7           We've got a second problem to overcome, and that is  
8 that the Eastern and Continental bankruptcies ran separately  
9 from each other in the Second and Third Circuits, and, in fact,  
10 there was litigation that the Eastern estate brought against  
11 Continental resulting in a settlement and payment of  
12 substantial monies, so you have entities that are not acting as  
13 if they've been merged, and you've got a myriad of other issues  
14 -- corporate issues, securities issues, FAA issues, DOT issues  
15 -- that would make it a difficult -- very difficult  
16 arbitration.

17           I think that whoever prevailed in that arbitration on  
18 the issue of merger would be facing a series of appeals because  
19 of the complexity of the issues that one has to look at, and so  
20 in evaluating what's going to happen down the road, one of the  
21 factors that we looked at was are we going to be able to  
22 prevail if we go to a merger -- if we go to an arbitration on  
23 the issue of merger, and that's another reason why it seemed to  
24 us that being able to achieve the settlement, that for the vast  
25 majority of these pilots represents well over two times -- for

1 some three times -- the amount of compensation they would've  
2 otherwise received with regard to their claim, makes sense and  
3 is proper and appropriate. It's -- and that, of course, was  
4 also talked when we discussed the Gersh criteria.

5 THE COURT: Right. Mr. O'Neill?

6 MR. O'NEILL: Thank you, Your Honor. Your Honor, I  
7 think it's time for all of us to make clear to the Court that  
8 there was a merger. You know?

9 THE COURT: Well let me -- I'm assuming there was a  
10 merger.

11 MR. O'NEILL: All right, but Mr. Myles here is saying  
12 that it will take a long time to litigate. If Continental's  
13 counsel in 1997, when we got the Third Circuit Court ruling,  
14 would've gone into arbitration at that point on time, that  
15 would've not be an issue here. The 502(b)(7) I'm pretty sure  
16 would've been addressed totally different, and because the  
17 arbitrator --

18 THE COURT: No, it would not have been.

19 MR. O'NEILL: Well, Your Honor, you would've had an  
20 award from an arbitrator that would've explained all the  
21 corrupts acts of the debtor and --

22 THE COURT: Well, I just -- quite frankly, my only  
23 decision was whatever the claim was, and even assuming that you  
24 have a claim, that you won the arbitration whatever that award  
25 be, whether it be a million dollars or \$100,000, must it be

1 capped under the Bankruptcy Code, and that was the pure legal  
2 issue before me on that, and I found it has to be capped  
3 regardless of the amount of the award. So for purposes of that  
4 I assumed that these were valid claims. That there would be an  
5 award by the arbitrator. Mr. Tralins is explaining that rather  
6 than at first litigate the arbitration, he's simply explaining  
7 that there was no given that the arbitration would be won. But  
8 even for purposes of today, I think I'm willing to accept that  
9 you have a viable claim that you could've brought in the  
10 arbitration, and that, honestly, the arbitrator could've  
11 awarded substantial damages since 1990. I mean it would be ten  
12 times your salary --

13 MR. O'NEILL: That's --

14 THE COURT: -- just on the salary alone.

15 MR. O'NEILL: Yes, ma'am.

16 THE COURT: But, unfortunately, the Bankruptcy Code  
17 has a cap for employee compensation claims just as it has a cap  
18 for landlord claims and government claims, you know,  
19 disallowing penalty claims, for example. There are a lot of  
20 disallowances in the Bankruptcy Code that Congress made the  
21 decision to include. My decision simply was that it would  
22 apply to your type of a claim as well.

23 So assuming that you have a valid claim, assuming  
24 that it may be ten times your -- what your salary was in 1990,  
25 the fact that it's capped by a one-year cap, why isn't the



1 \$110,000 claim a fair claim for you?

2 MR. O'NEILL: Ma'am, because you're assuming a 1990  
3 integration when it's really a 1986.

4 THE COURT: Well whatever year it was. Let's assume  
5 it's '86, so it's 15 -- 16 years' worth of pay.

6 MR. O'NEILL: All right. It --

7 THE COURT: It's still capped by one year.

8 MR. O'NEILL: Yes, then there would've been a merger.  
9 If you look even at the arbitration -- the arbitration of Mr.  
10 Ross says that we were more pilots at Eastern than at  
11 Continental. There would've been an election for a collective  
12 bargaining agent.

13 THE COURT: Well but you can't now get that specific  
14 performance. You can't get that merger. You can't get the  
15 integration. You're not going to get a job.

16 MR. O'NEILL: Yes, but if it would've happened -- you  
17 asked me hwy. If it would've happened --

18 THE COURT: Yes.

19 MR. O'NEILL: -- we would've been at Eastern's  
20 pilot's salary structure. We would've been protected under the  
21 collective bargaining agreement until there would've been an  
22 election of a representative of -- a labor representative.

23 THE COURT: Well what was the Eastern pilot structure  
24 at that time?

25 MR. O'NEILL: Class counsel should tell us, because

1 he has the contract, Your Honor.

2 THE COURT: Yes, what was the -- if he's correct,  
3 then the structure would've been based on the Eastern pilot  
4 salary. What were those salaries?

5 MR. TRALINS: Your Honor, I don't believe that the --  
6 if there was a merger between Eastern and Continental in 1986,  
7 and that was recognized, what would the salary structure have  
8 been? I don't know, but I honestly couldn't tell you, although  
9 I suspect that if we're talking about what Continental Airlines  
10 was paying, they filed a bankruptcy at that point in time, as I  
11 recall, to get rid of the union contract which resulted in a  
12 subsequent legislation adopting 1113, and they did that,  
13 because their salaries were low, and they wanted to keep them  
14 low, so when you move from one airline to another, you may  
15 preserve your seniority, but you don't preserve your salary  
16 structure. You come in at whatever level they're at, and the  
17 salaries in 1986 just logically I'm certain --

18 THE COURT: Okay.

19 MR. TRALINS: -- were lower than they ere in 1991.

20 THE COURT: Yes. Well in the absence of any further  
21 evidence on this point, I have to assume that the salaries were  
22 less than the arbitrator found they were as of August of '91.  
23 So it's still a little more -- the maximum would be a little  
24 more than half of what is offered today in this settlement.  
25 Does anybody else wish to be heard on the settlement -- the

1 fairness of the settlement?

2 (No verbal response)

3 THE COURT: Well I'm satisfied the amount of the  
4 settlement is fair. It recognizes from both Continental's  
5 perspective as well as from the pilot's perspective that there  
6 has been substantial and costly litigation on all of these  
7 points by the parties. It recognizes the Third Circuit's  
8 ruling that these claims cannot be allowed in anything other  
9 than dollar fashion, and it also recognizes this Court's ruling  
10 of the effect of Section 502(b)(7) on these claims, and the  
11 offer of \$110,000 exceeds what the one-year cap would be on all  
12 of the class claimants. The debtor's willing to make that  
13 payment to resolve the litigation once and for all, so I will  
14 approve it as a fair recovery for the class members.

15 With respect to the issue of the missing 700, I'm not  
16 prepared to find that they have not been included, those who  
17 have, in fact, filed claims, and, therefore, are covered by the  
18 definition, but to the extent that any party wishes to opt in,  
19 if you will, by filing a proof of claim by April 3, I will ask  
20 Mr. O'Neill to provide the list to Mr. Brady, so that notice  
21 can go to those parties, so if they want to participate, they  
22 may file a proof of claim.

23 MR. O'NEILL: Your Honor?

24 THE COURT: Yes?

25 MR. O'NEILL: How about class counsel supplies the

1 list, because Mr. Brady -- as you well know, they're the care  
2 keepers of our records. They've got all our addresses. He  
3 could supply the list to him.

4 THE COURT: Do you have the list to which Mr.  
5 O'Neill's referring?

6 MR. TRALINS: I'm not sure which people he's talking  
7 about, quite frankly, but I certainly think that both Mr. Brady  
8 and I can work together with the claims administrator, although  
9 that's not something the claims administrator planned on doing  
10 but --

11 THE COURT: Who would have --

12 MR. TRALINS: -- to try to find addresses, I mean if  
13 he's got peoples' names, then --

14 THE COURT: Do you have the names of who you think  
15 are missing?

16 MR. O'NEILL: Your Honor, I could go by the seniority  
17 list, but they -- Continental has the last address as of 1991.

18 THE COURT: Well I didn't realize it was a question  
19 of the addresses. I thought it was a question of referring to  
20 those and seeing who were part of the two, if you will, opt out  
21 classes that have previously settled or gone to New Jersey.

22 MR. TRALINS: Your Honor, maybe Mr. O'Neill can  
23 correct me if I'm wrong, but I think he's talking about new  
24 hire -- what's referred to as the new hires after the strike  
25 started. Is that right?

1 MR. O'NEILL: One of them is new hires, and the other  
2 one are the 40 pilots that are at Continental.

3 THE COURT: That were hired by Continental.

4 MR. O'NEILL: No, ma'am, that were transferred with  
5 seniority to Continental.

6 THE COURT: Well they wouldn't have -- would they  
7 have a claim? They worked.

8 MR. TRALINS: They worked -- they're working now for  
9 Continental Airlines.

10 MR. O'NEILL: Yes, that's correct, ma'am. They --

11 THE COURT: So they wouldn't really have a claim, so  
12 I don't think they're necessary. The new hires, are they  
13 covered by this?

14 MR. TRALINS: Your Honor, there were people who came  
15 to work at Eastern Airlines after the Airline Pilots  
16 Association ordered a strike, and its members went on strike in  
17 support of the International Association of Machinists strike.  
18 The union took the position that those people were scabs, and  
19 we had litigation against the union with regard to that, which  
20 ultimately was decided against this group of people.

21 When the union filed its claim in bankruptcy in 1991,  
22 they did so on behalf of their members. Its on the face of  
23 their claim -- on behalf of the persons who were members of the  
24 union as of the time the union took the position that there was  
25 a merger which was the day after the collective bargaining

1 agreement was signed in 1986.

2 Continental's position is that new hires who were --  
3 who came to work for Eastern Airlines during a period of time  
4 when the union persons were on strike and who never became  
5 members of the union were not part of that, and, in fact, in  
6 the Continental ALPA settlement documents approved by the  
7 Bankruptcy Court, the exclusion -- those persons were excluded  
8 from the settlement. Some of them have claims here, but they  
9 have claims, because they were part of the group that I  
10 represented, and I filed individual claims in bankruptcy on  
11 their behalf in 1991.

12 Continental has recognized those claims, because they  
13 filed claims in these bankruptcy proceedings, but Continental  
14 has taken the position -- and it's not something that we did  
15 not address. We negotiated and argued about it quite  
16 vociferously as to whether or not these people should be  
17 included or not included, and Continental's position was  
18 adamant, and that is if they weren't a member of the union and  
19 had a claim filed by the union on their behalf, or if they  
20 didn't file a claim individually, or if they didn't have a  
21 claim filed -- that I filed on their behalf, then they didn't  
22 have a claim filed, and, therefore, they're time barred from  
23 filing a claim, and unfortunately, most of the seven -- or all  
24 the 700 people -- I think that's the group Mr. O'Neill's really  
25 talking about who were new hires or hired after the Eastern



1 ALPA strike began -- are persons who did not file claims.

2 THE COURT: Did they get notice of the bar date, Mr.  
3 Brady?

4 MR. BRADY: Your Honor, I couldn't answer that. I  
5 can't recall back to that point. It was so long ago and who  
6 got notice. I mean Continental's position -- Your Honor, this  
7 is about resolving claims. The case is 12 years old. We have  
8 -- we still have disputed claims we're trying to resolve. All  
9 of those creditors who had valid and allowed claims are still  
10 waiting for another distribution, and as a result, we need to  
11 resolve this case and close this case and settle.

12 THE COURT: Yes, I know, but if there are parties who  
13 may have claims but were never provided notice --

14 MR. BRADY: It's Continental's position, Your Honor  
15 -- and we certainly can attempt to find that list and in this  
16 period to see if they want to try to file a claim -- we reserve  
17 the right to object to it as untimely, but the fact is these  
18 are people who are supposedly covered by the collective  
19 bargaining agreement and entitled to the protections of the  
20 LPP.

21 If Eastern was taking the position --

22 THE COURT: If the Eastern union was taking the  
23 position, but they were not.

24 MR. BRADY: That they were not -- their members,  
25 they're not covered by the collective bargaining agreement,

1 and, therefore, they cannot sustain a claim under the LPP's.

2 THE COURT: Mr. O'Neill.

3 MR. O'NEILL: Your Honor, then again, that's not  
4 Eastern's union's position. That would be up to the arbitrator  
5 to decide who had the claim, and the arbitration's only work on  
6 seniority lists. They don't work if there's a member or non-  
7 member.

8 To answer a previous question that you made, were we  
9 notified of the bar time, the answer is no. That was one of  
10 the problems we had filing the claims. The claims were  
11 originally, Your Honor, signed by myself, all right, and Mr.  
12 Dunn. We were -- it was done on a room, and we started handing  
13 them out, and Mr. Mann financed the deal. Then we went  
14 searching for counsel.

15 THE COURT: But did you include the new hires in your  
16 group?

17 MR. O'NEILL: Yes, ma'am, they are included, and  
18 there's one new hire in objecting to this order.

19 THE COURT: But did you endeavor to include all the  
20 new hires that you knew of? I mean did they get notice of your  
21 forming --

22 MR. O'NEILL: Yes, ma'am, the Chapter EPFF, it's for  
23 all Eastern pilots. It doesn't matter new hires or old hires  
24 or --

25 THE COURT: Well, and to the extent they did

1 communicate with Mr. Tralins, claims were filed on their behalf  
2 is what I'm hearing.

3 MR. TRALINS: Yes, Your Honor, the group was -- the  
4 -- I don't know how many people attended the first meeting, but  
5 there may have been a thousand or more. Ultimately, the group  
6 -- the people who decided to proceed with the claims numbered  
7 close to 700. It was 690 pilots. Of those, roughly a third  
8 were pilots like Mr. O'Neill, Mr. Dunn, Mr. Mann, and Mr.  
9 Baldridge who had been working for Eastern for a period of time  
10 pre-strike, and the -- at least half, if not a larger amount --  
11 and I'm sorry that I don't have the percentages right, but at  
12 least half of the group were all new hires. So there were new  
13 hires that consciously elected not to participate even though  
14 that they were aware of it. To say that it wasn't common  
15 knowledge would be inaccurate, because it was common knowledge  
16 in terms of what was going on.

17 Later on in the proceedings when ALPA settled with  
18 Continental, the ALPA people sent settlement documents out, and  
19 they did that -- I wasn't aware of it, and ultimately, the  
20 District Judge allowed pilots who received the documents, sign  
21 the documents, and sent them back to rescind their settlement,  
22 (a) because they've been improperly communicated with, but (b)  
23 because they didn't have an opportunity to get appropriate  
24 notice as to what was really happening. So I think it's fair  
25 to say that the world of Eastern pilots between bulletin

1 boards, pilot communications, the monthly newsletters, that Mr.  
2 Dunn, Mr. Baldridge, and Mr. O'Neill have been putting out --  
3 and Mr. Mann have been putting out for 11 years communicated  
4 this fact, and certainly, I filed 690 of the claims as counsel  
5 on these peoples' behalf.

6 THE COURT: All right. I'm satisfied that no new  
7 notice need go out then with that clarification. All right.

8 MR. TRALINS: Your Honor, the other issues before the  
9 Court concern class counsel compensation, class representative  
10 compensation, class administrator compensation, and  
11 reimbursement of expenses. I'm not sure which order you'd like  
12 me to begin with but --

13 THE COURT: Whatever you'd like.

14 MR. TRALINS: Thank you, Your Honor. Your Honor,  
15 starting with class counsel compensation, as the documentation  
16 indicates that I filed, my involvement in this case goes back  
17 11 years, and during that 11-year period, as the 166-page  
18 invoice detailing the services indicates, the time that I  
19 expended was 17 hundred and 22 hours -- point one hours, and  
20 the associates who work directly under me on this matter was  
21 about half of that -- 832.9 hours. Those associates, for the  
22 most part, had average experience of eight to ten years on the  
23 appellate matters. I was working, for example, with Richard M.  
24 Gale, who I clerked for when I was in the law school. Mr. Gale  
25 has been a member of the bar of the State of Florida for 40

1 years and is -- over 40 years. Forty-five years and is an  
2 appellate lawyer exclusively.

3 Most of the other lawyers were between eight and ten  
4 years of associates' time at the time that they worked on this  
5 case, and when one looks to the total amount of hours that we  
6 would bill at, at the normal loadstar rate it's, as I  
7 indicated, up until the beginning of January, just under  
8 \$900,000 or \$897,077.50, and applying that as against the  
9 requested contingency fee, we end up with a loadstar based on  
10 yesterday's closing price of Continental's stock at \$29.10 a  
11 share I think it was of under two times, which fits well within  
12 the criteria enunciated by the Third Circuit as well as other  
13 Circuits as being more than fair, reasonable, and adequate.

14 This case was financed in part, and one of the  
15 reasons why I was able to handle it all of these years is  
16 because the group did not -- the not-for-profit group of  
17 Eastern Pilots For Fairness essentially has been run at times  
18 almost on a full-time basis by Mr. Baldrige, Mr. Mann, and Mr.  
19 Dunn, was able to contribute a certain amount of money towards  
20 deferring the overhead and expenses. That amount of money was  
21 \$221,000 over the 11-year period, and in determining how to  
22 equalize the fees for the folks that reached into their pockets  
23 to make this happen, the way to do that was to give them back a  
24 credit against the request 30 percent contingency fee, which is  
25 what we've requested and attempted to explain in the

1 documentation, so that in effect the fees for the 206 persons  
2 who have carried this during this period of time are capped at  
3 18 -- are 18 percent. When you do the multipliers on that and  
4 you multiply it out in conjunction with the amount of stock  
5 that would be that would go back to them, at the closing value  
6 of the stock today, it's about \$262,500.

7           In addition to the \$221,000 in fees that the group  
8 has paid to me over these years, they've paid Mr. Jameson's  
9 firm as bankruptcy counsel \$44,000, and when you add that to  
10 the 221, you're basically at the same figure. So the proposal  
11 is to equalize the fee amongst all participants in the class by  
12 my in effect crediting back to the 206 members the monies that  
13 they've advanced to me and to the Prickett law firm, so that  
14 they don't bear a disproportionate amount of fees.

15           I've laid out my background, my resume, and I think  
16 the Court is well aware of the complexities of this case and  
17 the numerous appeals and matters that have been handled over  
18 the years. Certainly, the -- when one looks to the standards  
19 that we've laid out in the petition and talk about the fact  
20 that what the range of common fund percentage fees are, the 30  
21 percent request is well within the range of fees that the  
22 courts have determined are reasonable and appropriate, and I  
23 would respectfully submit that in this case we meet that  
24 criteria.

25           There were only four objections filed that were



1 directed towards fees, and those four objections basically  
2 said, "Well, you were paid something on account all along, so  
3 you're really not entitled to anything anymore," except for one  
4 of them filed by Mr. McKinnon, who is one of this -- of the  
5 group of 206 people, and he says I should pay a 20 percent fee,  
6 not a 30 percent fee, and, in fact, he's being charged an 18  
7 percent fee, if he gets the credit back, so even by his own  
8 calculation, ultimately the contingency fee, if awarded, would  
9 be less than what he acknowledges is reasonable and  
10 appropriate.

11           Turning Your Honor to the cost and expenses, we  
12 provided the Court with a detailed statement of all the  
13 expenses that have been incurred in this litigation that  
14 commenced with the Casher arbitration back in 1991 that I  
15 attended along with Eastern Airlines and the Airline Pilots  
16 Association that Continental Airlines declined to participate  
17 in, and these funds of \$95,530.14 have been advanced by Eastern  
18 Pilots For Fairness, and the request is to reimburse that not-  
19 for-profit group the monies that have been expended, so that  
20 again the 206 persons who allowed us to get this far can be  
21 reimbursed and are not charged a disproportionate amount to the  
22 other class members who are part of the class which is 350  
23 other people -- 360 other people who didn't contribute anything  
24 to the ongoing costs.

25           The largest single expenses in here other than the

1 cost of the appeals and the printing and what not are the fees  
2 that were paid to Francis W. Rushing, PhD. in conjunction with  
3 the work that he did on calculating and determining the value  
4 of the LPP claims. Those fees were split in half. In other  
5 words, what's in this bill is 50 percent of that, because we  
6 had a breach of duty of fair representation claim pending  
7 against the union, the Airline Pilots Association, and the  
8 measure of damages in that case was the same as this, because  
9 our position was that while the union was promising Eastern  
10 pilots that they would pursue what they called their  
11 fragmentation policy and enforcement of the LPP's against  
12 Continental, they were telling Continental pilots, because they  
13 wanted to get back on the property, "Don't worry about the  
14 Eastern guys. They'll never be here if you make us your  
15 collective bargaining representative," and our view was that  
16 the measure of damages that we were seeking in that case was  
17 directly related to the inability of pilots to obtain jobs, and  
18 so when we looked at the LPP's and we looked at the measure of  
19 damages that we were arguing here and arguing there, and they  
20 were essentially identical, I simply allocated the cost of the  
21 experts between the two cases equally, but that's how we ended  
22 up with the -- with that figure of \$95,530.14 which was  
23 expended by the not-for-profit organization.

24           The Garden City Group has provided us with a detailed  
25 bill of the work that they've done. The largest single cost

1 was \$14,400 for the USA Today advertisement that was placed.  
2 They did -- they have set up and they've manned a web site.  
3 They have set up and operated an 800 telephone number. They've  
4 set up and established a database as they lay it out. They  
5 printed and they're handling all of the proofs of claims and  
6 making certain that they're properly submitted, and Your Honor,  
7 I would advise the Court that as of today, approximately 50  
8 percent of the class members have filed and sent in proofs of  
9 claim, which I think speaks very greatly as to class member  
10 support for the settlement and for the proposal. I mean we've  
11 already got 50 percent of them in even though they know that  
12 the final hearing has not yet -- had not been scheduled at the  
13 time that they sent it in.

14 I -- since there's ongoing work that the Garden City  
15 Group is doing, they gave me an estimate to complete, which is  
16 the 95 hundred and 17 dollar and 50 cent figure on the last  
17 page of their invoice. They tell me that hopefully it'll be  
18 less than that, but they promise that it would not -- even if  
19 they did more work, it would not exceed this figure, so when  
20 they propose final judgment with regard to the award, we  
21 indicated that it would not exceed this figure if Your Honor  
22 felt that these costs were fair and appropriate for the Garden  
23 City Group.

24 I did interview a number of claims administrators. I  
25 did try to find and negotiate it to get the best possible

1 prices I could for this. They have done an awful lot of work,  
2 and they've been I think more than fair and conservative with  
3 us in terms of the pricing.

4           Your Honor, the fourth request is the request for  
5 class representative compensation awards, and we provided the  
6 law to the Court that supports such awards, and there's a  
7 fairly wide range that the awards have been granted in, but,  
8 Your Honor, I don't think that there's any case that I found  
9 that shows the type of work and commitment that Mr. Baldrige,  
10 Mr. Mann, and Mr. Dunn have put in other than -- that compares  
11 to this case.

12           As Mr. O'Neill pointed out, the primary reason this  
13 got started 11 years ago was because of the efforts of the four  
14 of them, and it was the three gentlemen -- Mann, Baldrige, and  
15 Dunn -- who were available on call several days a week whenever  
16 it was necessary to do whatever was necessary in order to  
17 advance the calls and take it forward. As Mr. O'Neill  
18 indicated to the Court, Mr. Mann reached into his pocket and  
19 advanced funds over the years -- advanced funds to get it  
20 started as did Mr. Dunn.

21           In their affidavits they talk about the effort that  
22 they had in forging a plan of action in organizing telephone  
23 chains. They published, printed, and disseminated over the  
24 years on virtually a monthly basis a newsletter to keep  
25 everyone apprised of what was going on. They've traveled with

1 me various times on trips to Atlanta, to Boston, to New York,  
2 the New York area to meet with Eastern pilots to talk about  
3 what's happening. We have produced two video tapes that we've  
4 sent out not only to members of the group but to anybody else  
5 that wanted them to apprise them of what was happening. One of  
6 the video tapes dealt specifically -- and it was about two  
7 hours long -- specifically with the discussion of the Third  
8 Circuit's decision and the impact of it and also discussed  
9 Continental's position and the implications of the 502(b)(7)  
10 argument well before the Court's decision was made on that  
11 issue.

12 I just -- 11 years ago did not believe I'd be  
13 involved -- I'm glad I'm involved with the gentlemen for 11  
14 years, because they're terrific people to deal with, but none  
15 of us believed that this would ever go as long and as difficult  
16 and as hard a road as it has been, and they've just done a  
17 superb job.

18 The impact on the 583 members of the class with  
19 regard to the requested compensation for them is three shares  
20 of stock out of the 340 gross settlement shares. So when you  
21 look at that and look at a request for 17 hundred shares of  
22 stock so that they're taking stock like everybody else, I would  
23 respectfully submit to the Court that it is fair, adequate, and  
24 reasonable consideration for 11 years of work that each of them  
25 have put in. Your Honor, they're here, and if the Court has

1 any questions of Mr. Baldrige or Mr. Mann or Mr. Dunn, they're  
2 certainly --

3 THE COURT: I don't, but I do have a question of the  
4 mechanism for the credit back. Your request is -- of this  
5 Court is approval of a 30 percent --

6 MR. TRALINS: Yes, Your Honor.

7 THE COURT: -- then you will arrange for the credit  
8 back or repayment, if you will, to the 206 members of the group  
9 that --

10 MR. TRALINS: We have a -- of course, we know exactly  
11 who the 206 people are. The mechanism of the settlement is  
12 Morgan Stanley has agreed to serve as a disbursing agent and  
13 set up an escrow account. With regard to the 206 persons, the  
14 fees that would be charged against their stock would be 18  
15 percent not 30 percent if the Court were -- or whatever the  
16 percentage is that the Court awarded, but in any event, the  
17 amount of fees from their 340 shares and their \$83.14 would be  
18 18 percent giving them back the credit by giving them back the  
19 funds that they advanced in order to make this happen, and by  
20 the same token, the sufficient stock would need to be sold in  
21 order to pay the claims administrator and to repay Eastern  
22 Pilots For Fairness the \$95,000 that it's laid out in expenses,  
23 so that it could then remit that in accordance with its  
24 arrangements with its 206 members.

25 THE COURT: So well -- explain that again with



1 respect to the 95,000.

2 MR. TRALINS: Eastern Pilots For Fairness has  
3 advanced the \$95,000, and since it's their money, the \$95,000  
4 would go back to Eastern Pilots For Fairness which is a not-  
5 for-profit corporation that was formed in 1991.

6 THE COURT: That will happen before any distribution  
7 to --

8 MR. TRALINS: Yes, Your Honor. We would propose that  
9 the claims administrator fees, the Court costs, because in  
10 effect that's what the \$95,000 are, the -- whatever award Your  
11 Honor makes as to attorney fees, and class representative  
12 awards be paid from the gross settlement compensation as is  
13 defined in the settlement agreement, and that the net amounts  
14 then be remitted with the understanding that the class counsel  
15 fees for the 206 people are limited to 18 percent, so they get  
16 a credit back for what they've already advanced.

17 THE COURT: All right. Does anybody wish to be heard  
18 then? Mr. O'Neill.

19 MR. O'NEILL: Your Honor, I'm in agreement with Mr.  
20 Myles on his -- on the cost of all this litigation. What I'm  
21 not in agreement with Mr. Myles is the conduct that Continental  
22 has had throughout the years. How come we should be penalized  
23 on a gross disbursement and not all these costs come above the  
24 goals? We're getting double penalized. We have financed all  
25 of this litigation because of inappropriate actions of

1 Continental. We have made a lot of efforts, and by the way,  
2 they're not the only three persons that worked on this case 100  
3 percent. I was one out of 100 percent on it. It's just that  
4 we don't -- me and class counsel always conflict on issues, but  
5 I was his biggest researcher. You know?

6 And there were more -- and one thing that I wish  
7 counsel would've done is to communicate to the group to really  
8 find out all our expenses, because every single one of us did  
9 something through all this litigation, which it's too late  
10 right now to complain, but I do want the LPP class plaintiffs  
11 are requesting or counsel is requesting they do deserve,  
12 because it's been a very, very hard battle, Your Honor.  
13 Thanks.

14 THE COURT: Thank you. Anybody else wish to be  
15 heard?

16 (No verbal response)

17 THE COURT: Well let me go I guess with the last  
18 first. I agree with the statement and on my review of I guess  
19 the small fraction of the case that I was involved in I do  
20 agree that the class representatives have kept this alive and  
21 devoted substantial amounts of their personal time not simply  
22 for prosecution and recovery of their own claims but for the  
23 claims of everybody in the class that they represented even  
24 before the class was certified, and I'm satisfied from the  
25 presentation and the documents presented that I have reviewed

1 that the -- really their actions did go above and beyond the  
2 cause, and they are entitled to some recovery as compensation  
3 for that effort, and I think the amount suggested is clearly  
4 reasonable in light of the 11 years of this contentious  
5 proceeding, and I am also aware that acting as a representative  
6 of a group often subjects those representatives to the ire of  
7 people who are not angry at them but angry at others including  
8 specifically the debtor, and there's no way to compensate  
9 people for that, but I will approve the compensation requested  
10 in partial satisfaction of that.

11           With respect to attorney's fees, the 30 percent is  
12 clearly within the range of compensation considered reasonable  
13 by courts. In this instance, there was not any assurance at  
14 all that there would be any recovery, and certainly, if there  
15 was a recovery, there was not any assurance that it would be in  
16 cash or cash equivalents, so I'm satisfied that a percentage in  
17 the amount of 30 percent is not unreasonable for class counsel  
18 to bring this again contentious issue to a resolution, and I'm  
19 satisfied and pleased that counsel is honoring its commitment  
20 to the members of the group that retained counsel initially to  
21 provide them with a credit back honoring its arrangement with  
22 them, and I will approve the mechanism that has been set up to  
23 assure that.

24           But with respect to those that were not part of the  
25 group, 30 percent of a class action recovery is clearly

1 reasonable, and I will approve it. Obviously, the expenses are  
2 reimbursable and due -- have to come off the top of a  
3 settlement, because that's the mechanism by which expenses are  
4 paid. Those expenses were incurred for the benefit of  
5 everybody, and I had no concern or disagreement with any of the  
6 expenses submitted, and they appear reasonable and reasonably  
7 related to the prosecution of these claims, and so I will  
8 approve the settlement proposed and the fees related thereto.

9 Do we have a proposed order on that?

10 MR. TRALINS: Yes, Your Honor. Your Honor, approach?

11 THE COURT: Yes.

12 (Pause)

13 THE COURT: Is this different from what was  
14 previously submitted? Do you have a black line?

15 MR. TRALINS: Yes, Your Honor, it is different. We  
16 filled in the dates.

17 (Pause)

18 THE COURT: Let me fill in the amount of the awards.  
19 It's 17 hundred dollars per -- excuse me -- 17 hundred shares  
20 per for the class representatives?

21 MR. TRALINS: Yes, Your Honor. Your Honor, if I may  
22 approach.

23 THE COURT: Oh, I was looking for that.

24 (Pause)

25 THE COURT: All right. I've filled in those amounts.

1 MR. TRALINS: Your Honor, this is the red line  
2 version.

3 THE COURT: Stricken. All right. Okay.

4 (Pause)

5 THE COURT: All right. Thank you.

6 MR. BRADY: Your Honor, just to confirm for the  
7 record, because it's not explicitly stated in the order and  
8 because we didn't address each and every objection as filed, I  
9 did want to confirm that in approving the settlement, the Court  
10 is overruling all of the objections filed to the settlement.

11 THE COURT: I am.

12 MR. JAMESON: Your Honor, one other housekeeping  
13 matter. I'm sorry. Bruce Jameson of Prickett Jones. We  
14 signed, out in the hallway before we walked in here, an amended  
15 version of the settlement agreement that had one minor revision  
16 to it which relates to the definition of the effective date. I  
17 can hand up the original stipulation here, or if you prefer, I  
18 can take it back and sign it electronically, but I do want to  
19 make sure the Court's aware of it.

20 THE COURT: I think it should be submitted now. I  
21 will have it filed.

22 MR. JAMESON: But the last page has the red line  
23 change. It just makes a minor adjustment to the definition of  
24 effective date.

25 THE COURT: Okay.

1 MR. JAMESON: One other housekeeping matter, Your  
2 Honor. Just so that we fill out the record, there is an appeal  
3 pending from Your Honor's ruling about the 502(b)(7). Mr.  
4 Brady raised just the other day the potential problem of  
5 whether this Court would have jurisdiction given the pendency  
6 of the appeal.

7 Yesterday we submitted an order to Judge Robinson  
8 which she signed remanding this matter to the Court for  
9 purposes of hearing and approving the settlement. I can hand  
10 up a copy of that order, if Your Honor would like.

11 THE COURT: Thank you.

12 MR. JAMESON: Your Honor, with those things, I think  
13 we have now advised you of or submitted to you everything that  
14 is relevant to this matter.

15 (Pause)

16 THE COURT: All right. Well based on that and again  
17 my overruling the objections, I hereby enter the order  
18 approving the settlement agreement and the fees requested.

19 All right. Anything else?

20 MR. BRADY: Nothing further, Your Honor.

21 MR. TRALINS: Nothing further, Your Honor.

22 THE COURT: We'll stand adjourned then. Thank you.

23 MR. TRALINS: Thank you, Your Honor.

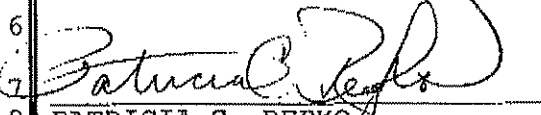
24 \* \* \* \* \*

25



CERTIFICATION

1  
2 I, PATRICIA C. REPKO, certify that the foregoing is a  
3 correct transcript to the best of my ability, from the  
4 electronic sound recording of the proceedings in the above-  
5 entitled matter.

6  
7   
8 PATRICIA C. REPKO  
9 J&J COURT TRANSCRIBERS, INC.

Date: April 5, 2002

J&J COURT TRANSCRIBERS, INC.

# EXHIBIT

# F

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In Re:	}	
	}	
CONTINENTAL AIRLINES, INC., et.	}	Case No. 90-932
al.,	}	Chapter 11
	}	
Debtors	}	
	}	
JAMES BALDRIDGE, WILLIAM	}	
MANN, and LARRY DUNN,	}	
individually, and	}	
as representatives or a class of	}	
persons similarly situated who are	}	
referred to as the LPP CLAIMANTS,	}	
	}	
Plaintiffs,	}	Adversary Proceeding
	}	No. A-99-412
v.	}	Class Action
	}	
CONTINENTAL AIRLINES	}	
HOLDINGS, INC., CONTINENTAL	}	
AIRLINES,	}	
INC. and SYSTEM ONE HOLDINGS,	}	
INC.	}	
	}	
Defendants.	}	

FINAL JUDGMENT AND ORDER OF DISMISSAL

This matter having come before this Court on Motion for Approval of a Settlement in this class action, and the Court, having considered all papers filed in connection with said motion, good cause appearing therefor, it is,

ORDERED, ADJUDGED AND DECREED THAT:

1. This Court has jurisdiction over the subject matter of this litigation and over all Parties, including all members of the Class.

2. On November 26, 2001: (a) the Class Settlement Notice, together with copies of the Proof of Claim substantially in the forms annexed as Exhibits 1 to 3 to Exhibit B, respectively, to the Settlement Agreement were mailed by First Class Mail to all members of the Class as identified on Exhibit C to the Settlement Agreement at their addresses listed therein; (b) the Summary Notice for Publication, substantially in the form annexed as Exhibit 2 to Exhibit B to the Settlement Agreement was published once in the National Edition of USA Today on December 3, 2001; and (c) both the Summary Notice for Publication and the Class Settlement Notice were posted on the Internet by Class Counsel on November 27, 2001. Such notice is hereby determined to be in full compliance with Rule 23 of the Federal Rules of Civil Procedure and of due process, is found to be the best notice practicable under the circumstances, and to constitute due and sufficient notice to all Persons entitled thereto.

3. The Court finds that the Class consists of those persons identified on Exhibit A attached hereto, without prejudice to persons who file a Proof of Claim on or before April 3, 2002 and who establish, to the mutual agreement of the parties, or, absent same, to the Court, that they satisfy all criteria necessary to be included in the Class.

4. This Court hereby approves the Settlement set forth in the Stipulation and Agreement of Compromise and Settlement (the "Settlement Agreement") dated

October 16, 2001, and finds that the Settlement of the claims of the Plaintiffs and the Class embodied therein is, in all respects, fair, reasonable and adequate to the Class. The terms and phrases used in this judgment shall have the same definition and meaning as in the Settlement Agreement.

5. The Court hereby dismisses on the merits with prejudice and without costs or attorneys' fees except as provided for in the Settlement Agreement, any and all claims, actions, requests for relief or causes of action alleged in the Baldrige class action complaint by Plaintiffs and the members of the Class as to all Defendants.

6. Upon the Effective Date, the Class Representatives and the Class, on behalf of themselves, the Persons they represent, their heirs, predecessors, successors and assigns, or any Person claiming or purporting to claim through any of the foregoing, for good and sufficient consideration, the adequacy of which is hereby acknowledged, shall be deemed to have released and forever discharged each and every Settled Claim which they, or any of them had, may have had, now have or have as of the Effective Date of the Settlement against the Released Parties.

7. Upon the Effective Date, Class Counsel, on behalf of the Class Representatives and the Class, shall file a dismissal with the clerk of the United States District Court for the District of Delaware of the Baldrige LPP Class Action plaintiffs' pending appeal of the October 12, 2000 Order and Opinion of this Court.

8. Upon the Effective Date, Class Counsel, on behalf of the Class Representatives and the Class, shall withdraw its Demand for LPP Arbitration filed with the National Mediation Board in March, 1998.

9. Upon the Effective Date, the Class Representatives and all of the Members of the Class and anyone claiming through any of them will be forever barred and enjoined from commencing, instituting or prosecuting any action or other proceeding in any court of law or equity, arbitration tribunal or administrative or other forum directly, representatively or derivatively against any of the Released Parties as to any of the Settled Claims.

10. The Settlement Agreement, all proceedings undertaken in accordance with the terms set forth therein and all papers relating to it are not, and shall not be construed to be, an admission by any Party of either the validity of any of the claims or defenses or of liability to Plaintiffs, any member of the Class or any others with respect to any LPP claim arising out of the alleged Eastern merger, which liability is hereby expressly denied and disclaimed by Continental. The Settlement Agreement and any of the papers, negotiations, transactions or proceedings relating thereto, or any of the terms hereof or recitations herein, shall not be offered or received in evidence in any proceeding as an admission on the part of the Parties, or any of them, of liability or of the merit or lack of merit of any claim or defense.

11. This Court has reviewed the application of Class Counsel for an award of attorneys' fees and hereby awards Class Counsel 30 % of the Gross



Settlement Consideration which shall be paid to Class Counsel upon the Effective Date.

12. This Court has reviewed the application of Class Representatives James Baldridge, William Mann and Larry Dunn for a compensation award and hereby awards each, for the services each performed as Class Representatives in this litigation, 1,700 shares of Continental Airlines common stock to be distributed from the Gross Settlement Consideration upon the Effective Date.

13. This Court has reviewed the application of Class Counsel for reimbursement of expenses advanced by Eastern Pilots for Fairness, Inc. and hereby awards Eastern Pilots for Fairness, Inc. \$ 95,530.14 to be paid from the Gross Settlement Consideration upon the Effective Date.

14. This Court has reviewed the application of Class Counsel for the payment of claims administration and publication expenses of the Claims Administrator and hereby awards The Garden City Group, Inc. claims administration expenses not to exceed \$ 49,140.48 to be paid from the Gross Settlement Consideration upon the Effective Date.

15. If this Final Judgment is reversed, vacated, or modified, this Final Judgment (except for this Paragraph and paragraph 10 hereof) shall be rendered null and void and vacated *nunc pro tunc*, the Settlement shall be deemed terminated pursuant to the terms of the Settlement Agreement and the Parties shall be deemed to have reverted to their respective status and position as provided in Article VIII of the Settlement Agreement.

16. Without in any way affecting the finality of this Final Judgment, this Court hereby reserves and retains continuing jurisdiction over matters subsequently arising concerning this Settlement, including performance of the Settlement Agreement and the Settlement embodied therein, including, but not limited to the award of attorneys' fees, costs and expenses to Class Counsel and the Class from the Gross Settlement Consideration, the approval or rejection of any Proofs of Claim filed by members of the Class, the approval of settlement Administration Costs and the distribution of the proceeds of the Settlement in accordance with the Settlement Agreement and Continental's Revised Second Amended Joint Plan on Reorganization.

SO ORDERED Jan. 31, 2002.

BY THE COURT:

Mary F. Walrath  
MARYF. WALRATH  
UNITED STATES BANKRUPTCY JUDGE

**EXHIBIT A**

**BALDRIDGE LPP CLASS ACTION CLAIMANTS**

1. Abbott, Robert D.
2. Aber, L.A.
3. Abrams, Billy L.
4. Adams, Jr., J.T.
5. Adams, Keith J.
6. Alexander, Harold
7. Alford, Wayne L.
8. Alvarez, Jr. Jose A.
9. Anderson, Ronald R.
10. Andrews, Jr. George M.
11. Angeletti, Thomas J.
12. Armstrong, III F.C.
13. Arnott, Brian G.
14. Atteberry, William M.
15. Ayer, K.H.
16. Baalen, P.
17. Babbitt, J. Randolph
18. Baldoni, L.A.
19. Baldridge, James H.
20. Balukonis, V.J.
21. Baque, III Frank

22. Bargo, Patrick S.
23. Barnes, H. Bryant
24. Barnes, William H.
25. Barrero, Frank
26. Bartlett, David R.
27. Bauch, James H.
28. Beard, Ronald E.
29. Beattie, Donald G.
30. Beaty, Gregory L.
31. Behr, Peter J.
32. Bell, D.A.
33. Bell, L.
34. Beltran, J.E
35. Berghane, D. A.
36. Bergstein, D.S.
37. Berry, A.L.
38. Berwick, T.N.
39. Bevcridge, A.L.
40. Bialko, Peter J.
41. Biggs, Clifford G.
42. Bisgnano, Charles
43. Bjelkevig, Richy A.
44. Blackburn James R.

45. Blair, T.D.
46. Blankenship, Jr. O.T.
47. Blix, Victor E. III
48. Boja, Robert N.
49. Bonna, F.
50. Boswell, L.L.
51. Brablec, Douglas D.
52. Bradley, W.D.
53. Bradley, R.
54. Brandt, William, M.
55. Braynon, Oscar J.
56. Bredthauer, Dirk
57. Bromschwig, Kurt F.
58. Brown, Walter R.
59. Browning, David L.
60. Bryant, Charles C.
61. Buchanan, E.J.
62. Bundrant, William D
63. Bunn, Larry D.
64. Buntin, Edward S.
65. Burke, R.T.
66. Burke, John A.
67. Burkhart, Ronnic L.

68. Burns, David A.
69. Butler, David S.
70. Butts, Ronald G.
71. Carl, George L.
72. Carlson, Bruce E.
73. Carter, Bruce, R.
74. Carter, D.L.
75. Case, Douglas W.
76. Chailc, Bruce
77. Champagne, Carl M.
78. Chapo, James E.
79. Charnes, Jonathan
80. Cheek, Raymond T.
81. Chirino, Rafael E.
82. Christopher, Anthony S.
83. Cirrotti, Dennis J.
84. Clark, Ronald D.
85. Clark, D.E.
86. Clark, Wesley C.
87. Clary, B.K.
88. Clary, M.R.
89. Cocuzzo, D.J.
90. Cohn, Alan S.



91. Colc, John D.
92. Cole, William F.
93. Colli, G.F.
94. Collier, W.R.
95. Commander, Jr. John B.
96. Compton, John P.
97. Connell, E.W.
98. Connolly, James M.
99. Conti, R.G.
100. Cook, Carl D.
101. Cook, Kenneth E.
102. Cooper, T.L.
103. Cornay, Ray
104. Cowen, John B.
105. Craig, Robert L.
106. Crane, W.E.
107. Craus, C.M.
108. Crawford, D.B.
109. Crow, Kenneth P.
110. Crush, James M.
111. Curran, T.R.
112. Daniel, Jr., James W.
113. Davidson, William F.

- 114. Davis, Charles B.
- 115. Davis, Gerald O.
- 116. Davison, David J.
- 117. Davoust, W.P.
- 118. De Phillips, Floyd M.
- 119. Deeton, James L.
- 120. Delaria, David J.
- 121. Deming, Maurice A.
- 122. Devereaux, John A.
- 123. Devton, John R.
- 124. Dickinson, Randall L.
- 125. Dickman, George A.
- 126. Dixon Carroll
- 127. Dobson, Gordon W.
- 128. Doctorchik, Scott
- 129. Dodson, Bonnie U.
- 130. Dodson, Theodore E.
- 131. Doglione, Frank
- 132. Donovan, M.D.
- 133. Donovan, M.F.
- 134. Dorticos, Raul H.
- 135. Dublin, Robert S.
- 136. Duckworth, Thomas O.

137. Dugger, T.R.
138. Dundas, Charles P.
139. Dunn, L.J.
140. Dunn, R.A.
141. Durante, J.P.
142. Durkin, G.P.
143. Dyer, Charles G.
144. Dylong, J.
145. Ealy, R.L.
146. Eastman, J.D.
147. Edwards, K.A.
148. Egut, Ronald S.
149. Eldridge, Dorothy J.
150. Elmdanat, R.
151. Emery, James C,
152. Engelke, Marc J.
153. Engelke, Warren L.
154. Erickson, Alan W.
155. Evans, R.H.
156. Fahn, C.L.
157. Fant, Jr. Glenn E.
158. Farenga, J.H.
159. Farnsworth, Earnest L.

160. Farnsworth, K.L.
161. Farrell, Richard L.
162. Faulkner, H.C.
163. Feliu, John E.
164. Finch, R.A.
165. Fisher, III Joel F.
166. Fong, G.W.
167. Foresto, J.M.
168. Forsberg, Scott
169. Foster, Hubert E.
170. Foster, Robert W.
171. Fowells, James E.
172. Francis, R.H.
173. Frank, William
174. Frater, K.X.
175. Frazier, Bennie W.
176. Freytes, Luis R.
177. Friedrichs, Howard W.
178. Fritch, Donald A.
179. Frost, Wayne B.
180. Fryling, Albert A.
181. Fugedy, J.J.
182. Gaedtke, Michael L.

183. Garcia-Vergara, H.
184. Gardner, David E.
185. Gary, Carrol J.
186. Garza, E.
187. George, Henry R.
188. Geraghty, James D.
189. Gibson, Randall
190. Gordon, D.G.
191. Gorman, Barry William
192. Govatos, John D.
193. Grafton, Jr. J.R.
194. Grau, F.L.
195. Green, Grant S.
196. Green, G.A.
197. Greene, David L.
198. Greksa, G.J.
199. Grenie, A.A.
200. Gribas, Kenneth
201. Griffin, Donny E.
202. Griffith, Bobbie
203. Griggs, R.P.
204. Groff, W.V.
205. Grubbs, R.E.

206. Gruetzner, Allen
207. Grzegorzak, S.K.
208. Gunn, George H.
209. Gurl, John T.
210. Gurley, Louis E.
211. Hall, B.W.
212. Hall, Howard W.
213. Halloran, D.
214. Hamilton, Walcott B.
215. Haney, Fred C.
216. Hansen, P.W.
217. Hanshaw, R.G.
218. Harn, George F.
219. Harrell, Bruce
220. Harris, R.J.
221. Hartley, J.D.
222. Hassett, P.R.
223. Hastings, Gregory A.
224. Hauth, David A.
225. Hawkins, Thomas R.
226. Hiatt, Jr. H.W.
227. Higgins, R.F.
228. Hill, W.B.

- 229. Hinsdale, James P.
- 230. Hipps, William D.
- 231. Hodggers, Benjamin
- 232. Hooton, J.W.
- 233. Houston, Charles M.
- 234. Howard, C.A.
- 235. Howard, Charles B.
- 236. Howard, James W.
- 237. Huddleston, J.D.
- 238. Huges Jr., James R.
- 239. Hunter, Richard I.
- 240. Hurley, Jay
- 241. Hutchin, Robert A.
- 242. Hutson, R.T.
- 243. Ingle, W. D.
- 244. Ingram, Capt. Culpepper F.
- 245. Inman, Brownie N.
- 246. Iranipour, F.
- 247. Jacobowitz, L.
- 248. Jansen, C.W.
- 249. Jaye, Mamadou D.
- 250. Johansen, William H.
- 251. Johnson, R.A.



- 252. Johnson, C.T.
- 253. Johnson, G.M.
- 254. Johnson, Richard A.
- 255. Johnson, R. A.
- 256. Johnson, Robert E.
- 257. Jones, John L.
- 258. Jordan, W.O.
- 259. Kalantsri, F.
- 260. Kane, S.G.
- 261. Keeler, R.L.
- 262. Kennedy, M.J.
- 263. Khan, N.
- 264. Kimble, R. L.
- 265. Kingwell, R.A.
- 266. Kluthe, D.B.
- 267. Kovec, Robert
- 268. Koziol, R. L.
- 269. Kritcher, Lawrence N.
- 270. Krueger, Fred W.
- 271. Kucklick, Joe
- 272. Kurtz, Hugo E.
- 273. Laine, J. R.
- 274. Laing, R. C.

- 275. Lamaute, L .L.
- 276. Lambie, J. M.
- 277. Lamccker, D. R.
- 278. Landa, George
- 279. Landry, Jr. Donald J.
- 280. Lane, F. W.
- 281. Lane, Jr. Gordon B.
- 282. Lanc, Malcolm V.
- 283. Langer, Lawrence E.
- 284. Lantz, K. M.
- 285. Latham, Richard C.
- 286. Lavarello, E. F.
- 287. Lawrence, Charles W.
- 288. Lea, Robert G.
- 289. Lee, J. R.
- 290. Lee, Allan R.
- 291. Lehman, L.G.
- 292. Leonhardt, Stephen J.
- 293. Levy, Simon
- 294. Lewandowski, R.A.
- 295. Lewicki, John A.
- 296. Lcwis, Gary M.
- 297. Liebing, Kurt M..

298. Lindell R.W.
299. Lindner, A.
300. Link, C.R.
301. Linn, D. N.
302. Lorenzo, Gustavo A.
303. Lovc, F.W.
304. Lyter, Jr. Henry B.
305. Lytle, Richard A.
306. Maarouf, D. H.
307. Manduley, Leonard
308. Malone, Steven J.
309. Mann, William B. Jr.
310. Manning, Bob S.
311. Marciano, Anthony P.
312. Marcinek, Jerry V.
313. Marino, Edward H.
314. Martinez-Alegri, J.
315. Marsh, A.A.
316. Mason, Hugh C.
317. Mathis, G. K.
318. Mathisen, N.A.
319. Matthews, Patrick M.
320. Maugeri, Peter J.

- 321. Mauro, A.F.
- 322. McCabe, Larry G.
- 323. McCann, Joseph P.
- 324. McCartney, Kenneth L.
- 325. McClannahan, Richard W.
- 326. McCracke, Keith K.
- 327. McDonald, T.L.
- 328. McHenry, J.R.
- 329. McKenna, C.E
- 330. McKenna, William D.
- 331. McKennan, D.J.
- 332. McKeon, A. T.
- 333. McLoan, D. W.
- 334. McMahan, Michael S.
- 335. McQuigg, A.R.
- 336. McRac, James D.
- 337. Means, James A.
- 338. Menchini, R.L.
- 339. Mendez, E.
- 340. Merly, Hector M.
- 341. Mesmer, Frederick H.
- 342. Michael, Donald K.
- 343. Milanette, R. T.

- 344. Miller, Daniel P.
- 345. Miller, Frank P.
- 346. Miller III, W.B.
- 347. Miller, James A.
- 348. Miller, Robert L.
- 349. Miller, Thomas O.
- 350. Minardi, Jame V.
- 351. Misencik, Paul R.
- 352. Miskotten, Edward
- 353. Mitchell, D.S.
- 354. Mittelstacdt, George J.
- 355. Moffitt, R.E.
- 356. Moktadier, John
- 357. Montgomery, D. J.
- 358. Mooney, R. O.
- 359. Moore, Donald B.
- 360. Moore, Jr., R.E.
- 361. Morgan D. P.
- 362. Morrey, Frank J.
- 363. Morrison, Edward H
- 364. Morrison, David L.
- 365. Mortensen, KimT.
- 366. Moslener, C. F.

- 367. Munger, Steven S.
- 368. Munsterman, R.A.
- 369. Murphy, Paul R.
- 370. Murray, H. M.
- 371. Murray, Thomas O.
- 372. Musick, Jr., Charles R.
- 373. Myers, III, Wilson D.
- 374. Nagy, S.L.
- 375. Nall, Jr. Robert L.
- 376. Nelsen, R. J.
- 377. Nelson, Douglas C.
- 378. Ness, R.A.
- 379. Neumann, P.G.
- 380. Nicchia, Leonard R.
- 381. Nicholson, William T.
- 382. Norman, II J. S.
- 383. O'Connell, John M.
- 384. Ogden, Thomas H.
- 385. Ogilvie, Thurston
- 386. O'Neill, Ramon E.
- 387. ORourke, M.J.
- 388. Ortiz, Boris
- 389. Osborne, Richard A.

- 390. Osman, Dale E.
- 391. Ouzts, Jr., J. F.
- 392. Palermo, F.G.
- 393. Palmer, Douglas M.
- 394. Pappas, T
- 395. Pareira, Fred
- 396. Parkinson, Richard E.
- 397. Parr, William J.
- 398. Paschke, J.M.
- 399. Patel, P. Raman
- 400. Paulcy, Leon Trenton
- 401. Peacock, Donald J.
- 402. Peacon, Robert C.
- 403. Peery, T.H.
- 404. Pell, Thomas A.
- 405. Pennic, J. R.
- 406. Pcnrod, Gary B.
- 407. Perez, Jr. Efrain
- 408. Perkins, D. Grier
- 409. Perry Jr A.G.
- 410. Peters, L. W.
- 411. Petko, J. G.
- 412. Pettit, B.D.



- 413. Phillips, R. A.
- 414. Phillips, Henry C.
- 415. Phillips, Terry E.
- 416. Pinkerton, K. R.
- 417. Pipkin, R. P.
- 418. Poirer, Noel A.
- 419. Potter, Martin
- 420. Preis, M.J.
- 421. Priest, Peter D.
- 422. Priest, Paul B.
- 423. Putonen, Leonard R.
- 424. Raju, K.V.
- 425. Ramaprakash, T. S.
- 426. Rawlings, Jr. Walter E.
- 427. Rawls III, F. H.
- 428. Ray, C. G.
- 429. Redd, W. J.
- 430. Reeh, Charles D.
- 431. Regan, J. H.
- 432. Reik, K. M.
- 433. Reinholtz, R. E.
- 434. Reitan, A. G.
- 435. Reno, Richard W.

- 436. Reynolds, D. D.
- 437. Richards, K. L.
- 438. Roberts, Reginald
- 439. Roberts, R. E.
- 440. Robertson, James L.
- 441. Robinson, Kenneth D.
- 442. Rodriguez, F. A.
- 443. Rogers, D. J.
- 444. Rosenthal, Eugene P.
- 445. Rosman, Ken
- 446. Ross, Thomas D.
- 447. Rosser, John P.
- 448. Rupert II, John F.
- 449. Ryan, Edward J.
- 450. Sandusky, William A.
- 451. Santiago, Stanley
- 452. Sauer, D. P.
- 453. Saunders, Daniel S.
- 454. Schanzlin, D. N.
- 455. Schedel, J.R.
- 456. Schrag, James A.
- 457. Schriener, Jr. D. O.
- 458. Schroll, Jr. John E.

- 459. Schultheis, D. H..
- 460. Sccor, E. F.
- 461. Self, G.W.
- 462. Sessums, Stephen E.
- 463. Sewell, Jr. H. J.
- 464. Sheehan, F. J.
- 465. Shepard, Gary C.
- 466. Shore, G.E.
- 467. Shoun, J. W.
- 468. Shriver, Larry L.
- 469. Simmons, Gary
- 470. Sirmans, J. W.
- 471. Sizcmore, Samuel E.
- 472. Smith, Andrew C.
- 473. Smith, Charles E.
- 474. Smith, David W.
- 475. Smith, Jack G.
- 476. Smith, Jr. S. D.
- 477. Smith, Robert Lco
- 478. Smith, Carl C.
- 479. Sofferin, Jeffrey
- 480. Sorenson, John P.
- 481. Spieker, Jr. Samuel G.

- 482. Spillman, Harry L.
- 483. Spitler, Douglas H.
- 484. Sposito, James
- 485. Stanton, Donald H
- 486. Starzyk, E. S.
- 487. Steward, Donald E.
- 488. Stewart, Wayne M.
- 489. Stifel, Arthur C.
- 490. Stokes, Clifford J.
- 491. Stone, Alan C.
- 492. Stone, Cary A.
- 493. Stone, Edward E.
- 494. Stow, Calvin E.
- 495. Strader, Sr. James R.
- 496. Stradley, K. W.
- 497. Stracssle, Gregory C.
- 498. Strong, D. B.
- 499. Strus, M. W.
- 500. Sullivan, E. M.
- 501. Sullivan, Ennis C.
- 502. Sullivan, John L.
- 503. Sullivan, Robert F.
- 504. Syman, John E.

- 505. Taliaferro, Jr. C.E.
- 506. Talton, W.G.
- 507. Tate, Joe F.
- 508. Taylor, Dean H.
- 509. Taylor, J. M.
- 510. Taylor, Jr. Glyn M.
- 511. Taylor, Jr. Henry A.
- 512. Taylor, Michael J.
- 513. Taylor, Robert A.
- 514. Terrence, J. Fitzgerald
- 515. Tew, Jr. B. D.
- 516. Theakston, Peter A.
- 517. Thompson, Jerry L.
- 518. Thompson, R. L.
- 519. Thompson, Steve C.
- 520. Thomson, III John B.
- 521. Thornton, Kenneth
- 522. Threlkeld, J. G.
- 523. Tippet, Jeannette S.
- 524. Tipton, Larry K.
- 525. Tomelden, Arthur P.
- 526. Toole, Oliver A.
- 527. Torres, C. T.

- 528. Towney, Jr. James R.
- 529. Trauger, H. R.
- 530. Treadwell, J. P.
- 531. Triplett, David M..
- 532. Trivett, Roscoe H.
- 533. Tucker, Joe R.
- 534. Tucker, D.
- 535. Tucker, T.T.
- 536. Tumlin, William H.
- 537. Turner, J. R.
- 538. Unger, R. A.
- 539. Urso, Michael T.
- 540. Vanek, A. G.
- 541. Vara, R.W.
- 542. Vaughan, Michael J.
- 543. Vesty, Charles H.
- 544. Villanueva, R.
- 545. Villers, David L.
- 546. Vohra, P. P.
- 547. Vonkleeck, John S.
- 548. Voudy, John E.
- 549. Vrettos, Nicholas
- 550. Wagner, Ronald

- 551. Walby, Thomas F.
- 552. Walker, T. W.
- 553. Walther, F. O.
- 554. Walton, M.R.
- 555. Waterstreet, Mark A.
- 556. Watson, M.D.
- 557. Watt, A. K.
- 558. Weaver, Linda B.
- 559. Webb, Jr. Rufus
- 560. Weir, James R.
- 561. Weisbruch, J. E.
- 562. Weller, Jr. A. E.
- 563. Wengert, R. D.
- 564. West, Peter
- 565. Westby, Dorothy C.
- 566. Westphall, Robert C.
- 567. Whitaker, R.B.
- 568. White, Robert L.
- 569. Whitford, James E.
- 570. Whitley, Donald D.
- 571. Whitney, Richard A..
- 572. Wilkie, James R.
- 573. Wilson, James S.



- 574. Wingate, Wcsley A.
- 575. Wood, T. R.
- 576. Wood, Steven C.
- 577. Wright, Dean S.
- 578. Yales, G. W.
- 579. Yeater, Don
- 580. Young, Thomas J.
- 581. Zeng, Robert E.
- 582. Ziobro, Thomas J.
- 583. Zito, Joseph

# EXHIBIT

# G

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

CONTINENTAL AIRLINES, INC., et. al.,

Debtors

JAMES BALDRIDGE, WILLIAM MANN,  
and LARRY DUNN, individually, and as  
representatives of a class of persons  
similarly situated who are referred to as  
the LPP CLAIMANTS,

Plaintiff,

v.

CONTINENTAL AIRLINES HOLDINGS,  
INC., CONTINENTAL AIRLINES, INC.  
AND SYSTEM ONE HOLDINGS, INC.

Defendants.

Case No. 90-932

Chapter 11

Adversary Proceeding

No. A-99-412

Class Action

**Request for Extension of Deadline  
from Rule 8006**

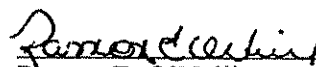
We request an extension of deadline from rule 8006 and in compliance with local rule 16.5 for the following reasons:

- a) Unable to retain local counsel as required by the local rules in this short period of time and geographical distance.
- b) We had applied for the re-commencement of the arbitration before this hearing, in order to determine who belongs in this Class Action pursuant to 125 F.3d 120 (3<sup>rd</sup> Cir. 1997). (Exhibit 1)
- c) We were unable to obtain access to CM/ECF system till 02/15/02 in order to obtain court documents required. (Exhibit 2)

We are requesting this appeal to be put on hold until local counsel is retained and the arbitration in progress determines the class plaintiffs and award.

We will keep this court informed of our progress in an expedited manner.

February 18, 2002

  
Ramon E. O'Neill  
Appellant  
7424 SW 129 Ct.  
Miami, Fl. 33183  
(305) 386-4866

**CERTIFICATE OF SERVICE**

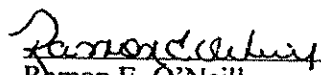
I HEREBY CERTIFY that a true and correct copy of the foregoing Request for Extension of Deadline was served upon each of the following attorneys in the manner indicated below on February 18, 2002.

**FEDERAL EXPRESS TO:**

TRALINS AND ASSOCIATES  
One Biscayne Tower  
2 S. Biscayne Blvd., Suite #2930  
Miami, Florida 33131  
Telephone 305-374-3300  
Attorney for Class Plaintiffs

Robert S. Brady  
Young, Conaway, Stargatt & Taylor  
The Bradywine Building  
1000 West Street, 17<sup>th</sup> Floor  
Wilmington, Delaware 19801  
Attorney for Defendants

By:

  
Ramon E. O'Neill  
Appellant

Feb-12-02 03:57pm From-NAT'L MEDIATION BD

2026925086

T-951 P.01/01 F-484

EXHIBIT 1

NATIONAL MEDIATION BOARD -  
2002 JAN 29 P 12:14

**John G. Loomos, Esq.**  
**14260 SW 153 PL**  
**Miami, FL 33196**  
**(305) 233-4005**  
**(305) 233-9511 Fax**

January 29, 2002

*Via Telefax to (202) 692-5086*

Ms. Carol Conrad  
Senior Assistant  
Arbitration  
National Mediation Board  
Washington D. C. 20572

Re: Eastern Airlines Inc., Continental Airlines Inc., and Continental Airlines  
Section 13 LPP arbitration

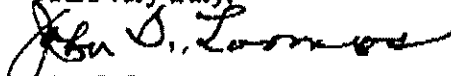
Dear Ms. Conrad,

This letter is a follow-up of Ramon E. O'Neill's telephone request that the National Mediation Board furnish the undersigned with a panel of seven neutrals from which the parties to the above dispute may select the arbitrator who will chair the aforementioned LPP arbitration.

It would be most helpful if the individuals whose names are proffered have served as arbitrators on arbitration boards created by a collectively bargained agreement and/or as a neutral assigned to System Boards of Adjustment established under the provisions of the Railway Labor Act, as amended.

Four such names that come to mind: Richard I. Bloch, Frank Elkouri, Richard Kasher, and Jerome Ross. Needless to say, seasoned arbitrators who have had experience integrating the Pilot System Seniority Lists of merged airlines will be better poised to expedite the hearing portion of this LPP arbitration and to prepare his or her opinion and award in a timely fashion.

Yours very truly,

  
John G. Loomos

# PACER SERVICE CENTER

U.S. COURTS - PACER • P.O. BOX 277773 • ATLANTA, GA 30384-7773

EXHIBIT 2

February 12, 2002

Ramon E. Oneill  
Ramon E. Oneill  
7424 Sw 129 CT.  
Miami, FL 33183

Dear Ramon E. Oneill:

Thank you for your interest in the Public Access to Court Electronic Records (PACER) system. PACER is a service provided by the federal judiciary for electronic access to federal court case information. The Judicial Conference of the United States has established a fee to be collected for access to PACER. All registered agencies or individuals will be assessed the charge of \$.07 per page for web access or \$.60 per minute of dial-up access.

Quarterly statements will be generated and sent to each registered user accruing usage on PACER with a balance due of \$10 or more. For more information on our billing procedures, see our web site, <http://pacer.psc.uscourts.gov>. Payment in full of the billed amount is due each quarter or further access to the system will be restricted until outstanding balances are cleared.

Your firm's login is . . .  
Your firm's password . . .

Most U.S. Courts currently offer both an Internet service and a dial-up service. The login and password issued by the PACER Service Center will allow access to both the Internet and dial-up PACER sites. You must register with each PACER dial-up site; however, your login and password will work at all PACER Internet sites. Dial-up PACER modem numbers and links to Internet PACER sites can be found at our web site, <http://pacer.psc.uscourts.gov>.

A free account information service is available for all registered users of PACER at the PACER Service Center's web site. It offers a multitude of on-line services including allowing users to update account information, change passwords, view account balances, download statements, sort statements by client code, and register with additional courts. Visit our web site at <http://pacer.psc.uscourts.gov>. These options can be found under the account information button.

A PACER manual can be downloaded from the PACER Service Center web site in PDF format. You will need Adobe Acrobat Reader to view the manual. The manual is located at <http://pacer.psc.uscourts.gov/documents/pacermanual.pdf>. If you

**PUBLIC ACCESS TO COURT ELECTRONIC RECORDS**



# EXHIBIT

# H

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

In re	)	Chapter 11
	)	
CONTINENTAL AIRLINES, INC.,	)	Case Nos. 90-932 (MFW)
<u>et al.</u> ,	)	through 90-984 (MFW)
	)	
Debtors.	)	Jointly Administered
	)	
JAMES BALDRIDGE, WILLIAM	)	
MANN and LARRY DUNN, individually	)	
and as representatives of a class of persons	)	
similarly situated who are referred to as	)	
the LPP CLAIMANTS,	)	
	)	
Appellants,	)	
	)	
v.	)	Adversary No. 99-412 (MFW)
	)	
CONTINENTAL AIRLINES HOLDINGS,	)	
INC., CONTINENTAL AIRLINES,	)	
INC. and SYSTEM ONE HOLDINGS,	)	re: Docket No. 103
INC.,	)	
	)	
Appellees.	)	
	)	

**MOTION OF CONTINENTAL TO ENFORCE COMPLIANCE WITH COURT ORDER  
AND OBJECTION OF CONTINENTAL TO REQUEST FOR EXTENSION OF  
DEADLINE FROM RULE 8006**

Continental Airlines, Inc. ("Continental"), hereby moves for an order compelling compliance with this Court's order dated January 31, 2002 (the "Final Judgment and Order of Dismissal") and objects ("Objection") to the Request for Extension of Deadline from Rule 8006 ("Request for Extension"), filed by Ramon O'Neill ("O'Neill") and, in support thereof, respectfully represents the following:

### BACKGROUND

1. On October 12, 1999, James Baldridge, William Mann and Larry Dunn, individually (the "Named Plaintiffs") and as representatives of a class of persons similarly situated (the "LPP Claimants"), commenced a putative class action seeking a declaration that if the arbitration of the LPP dispute resulted in a determination that a merger between Continental and Eastern occurred, the money damages to which the LPP Claimants would be entitled should be calculated from the date of seniority integration and should not be limited under section 502(b)(7) of the Bankruptcy Code.

2. On February 3, 2000, this Court entered an order granting class certification under rule 23(b) of the Federal Rules of Civil Procedure (the "Class Certification Order"). Pursuant to the Class Certification Order, members of the class were precluded from opting out of the class unless they withdrew their claim against the bankruptcy estate of Continental. The class certification was not timely appealed, thereby binding to the class each LPP Claimant who did not withdraw his or her claim.

3. On October 12, 2000, this Court entered a final order on summary judgment (the "Summary Judgment Order"), which held that the value of the claims held by the LPP Claimants (the "LPP Claims") would be limited to one year's wages under section 502(b)(7) of the Bankruptcy Code in the event an arbitrator concluded a "merger" occurred between Continental and Eastern. That decision was appealed.

4. On October 16, 2001, the LPP Claimants and Continental filed a settlement agreement (the "Settlement Agreement"), which this Court confirmed in its Final Judgment and Order of Dismissal, dated January 31, 2002. Pursuant to the Settlement Agreement, the LPP Claimants and Continental agreed that the LPP Claimants would receive an allowed pre-petition general unsecured claim in the amount of \$110,000 (the "Allowed Claim").

In consideration of the Allowed Claim, each of the LPP Claimants agreed to release Continental from any all claims and causes of action asserted in the litigation arising out of the alleged Eastern merger.

5. On February 12, 2002, O'Neill filed a Notice of Appeal (the "Notice of Appeal") regarding this Court's Final Judgment and Order of Dismissal, entered January 31, 2002.

6. On February 19, 2002, O'Neill filed, in this Court, his Request for Extension seeking an indefinite stay of his appeal. In support thereof, O'Neill alleges an extension is warranted because, among other reasons, the appeal should be stayed pending the outcome of an arbitration that will determine which LPP Claimants are properly part of the class.

### ARGUMENT

7. Preliminarily, O'Neill's Notice of Appeal, filed February 12, 2002, was untimely filed under Rule 8002 of the Federal Rules of Bankruptcy Procedures, which requires that notice of appeals be filed within 10 days of the entry of an order. This Court entered its Final Judgment and Order of Dismissal on January 31, 2002. Under Rule 8002, an appeal from that order must have been filed by February 11, 2002 to be timely. O'Neill's appeal was filed on February 12, 2002. Under controlling case law, the failure to file a timely notice of appeal creates a jurisdictional defect barring appellate review. Shareholders v. Sound Radio Inc., 109 F.3d 873 (3d Cir. 1997). Accordingly, Continental intends to file a separate Motion to Dismiss O'Neill's appeal.<sup>1</sup>

---

<sup>1</sup> O'Neill also failed to seek a stay pending his appeal pursuant to Rule 8005 of the Federal Rules of Bankruptcy Procedure, and the transactions contemplated in the Final Judgment and Order of Dismissal have been substantially consummated.

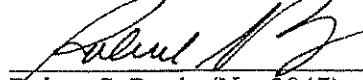
8. In his Request for Extension, O'Neill seeks an order of this Court indefinitely extending the time in which he must file a designation of the record under Rule 8006 so that an arbitration to determine who is properly a member of the class of LPP Claimants may occur. This Court's Final Judgment and Order of Dismissal, however, precludes such an arbitration. That order specifically provides in paragraph 9 that the LPP Claimants "will be forever barred and enjoined from commencing, instituting or prosecuting any action or other proceeding in any court of law or equity, arbitration tribunal or administrative or other forum ... against [Continental] as to any of the Settled Claims." Because the basis for O'Neill's request for an extension directly conflicts with that order, which is binding on O'Neill unless overturned on appeal, his request for an extension must be denied.

9. Additionally, Continental requests that this Court enter an order enforcing its Final Judgment and Order of Dismissal and confirming that O'Neill is enjoined from seeking an arbitration on any issue related to his LPP Claim. In its Final Judgment and Order of Dismissal, the Court retained jurisdiction over matters that may arise concerning the implementation of the order. The Court, moreover, possesses the inherent authority to enforce its own orders. In re Continental Airlines, Inc., 236 B.R. 318 (Bankr. D. Del. 1999). Accordingly, because the Court's previous order precludes arbitration between LPP Claimants and Continental, O'Neill's sole remedy at this time is to pursue his attempted appeal of the Court's Final Judgment and Order of Dismissal.

WHEREFORE, Continental respectfully requests that this Court 1) deny O'Neill's Request for Extension and 2) enter an Order enforcing its Final Judgment and Order of Dismissal and confirming that O'Neill is enjoined from seeking an arbitration on any issue related to his LPP Claim.

Dated: March 4, 2002  
Wilmington, Delaware

YOUNG CONAWAY STARGATT &  
TAYLOR, L.L.P.



Robert S. Brady (No. 2847)

1000 West Street

The Brandywine Building, 17th Floor

Wilmington, Delaware 19801

(302) 571-6600

Attorney for Continental

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re: ) Chapter 11  
)  
CONTINENTAL AIRLINES, INC., et al., ) Case No. 90-932 MFW  
)  
Debtors. )  
)  
JAMES BALDRIDGE, WILLIAM MANN, )  
and LARRY DUNN, individually, and as )  
representatives of a class of persons )  
similarly situated who are referred to as )  
the LPP CLAIMANTS, )  
)  
Plaintiffs, )  
)  
v. ) Adversary Proceeding No. A-99-412  
)  
CONTINENTAL AIRLINES HOLDINGS, )  
INC., CONTINENTAL AIRLINES, INC. )  
and SYSTEM ONE HOLDINGS, INC., )  
)  
Defendants. )

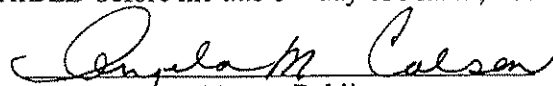
AFFIDAVIT OF SERVICE

STATE OF DELAWARE )  
) SS  
NEW CASTLE COUNTY )

Sandi Van Dyk, being duly sworn according to law, deposes and says that she is employed by the law firm of Young Conaway Stargatt & Taylor, LLP, attorneys for the Debtors, and that on the 6<sup>th</sup> day of March, 2002, she caused a copy of **Motion of Continental to Enforce Compliance With Court Order and Objection of Continental to Request for Extension of Deadline From Rule 8006** to be served to those parties on the attached service list in the manner indicated.

  
Sandi Van Dyk

SWORN TO AND SUBSCRIBED before me this 6<sup>th</sup> day of March, 2002.

  
Notary Public

ANGELA M. COLSON  
NOTARY PUBLIC  
STATE OF DELAWARE



**SERVICE LIST**

**3/6/2002**

Robin E. Curtis  
Edna Smith  
Continental Airlines, Inc.  
1600 Smith- HQSLG  
P.O. Box 4607-HQSLG  
Houston, TX 77210

***First Class Mail***

Myles J. Tralins  
Tralins & Asso.  
Two South Biscayne Blvd., Suite 3310  
One Biscayne Tower  
Miami, FL 33131

***First Class Mail***

Ramon E. O'Neill  
7424 SW 129 Ct.  
Miami, Fl 33183

***First Class Mail***

Bruce E. Jameson, Esq.  
Prickett Jones & Elliott  
1310 King Street  
P.O. Box 1328  
Wilmington, DE 19899

***Hand Delivery***

United States Trustee  
Office of the United States Trustee  
844 King Street, Suite 2313  
Lockbox 35  
Wilmington, DE 19801

***Hand Delivery***

# EXHIBIT

## I

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

2002 JUN 13 PM 2:22

In re: : Chapter 11  
CONTINENTAL AIRLINES, INC., : Case Nos. 90-932 (MFW)  
et al : through 90-984  
Debtor :  
.....

HEARING  
BEFORE THE HONORABLE MARY F. WALRATH  
UNITED STATES BANKRUPTCY COURT JUDGE

Wilmington, Delaware  
April 2, 2002

APPEARANCES:

ROBERT S. BRADY, ESQUIRE  
Young Conaway Stargatt & Taylor, LLP  
The Brandywine Building, 17th Floor  
1000 West Street  
Wilmington, DE 19801  
For the Debtor

MYLES TRALINS, ESQUIRE  
Tralins & Associates  
For the LLP Class Action

BRUCE JAMESON, ESQUIRE  
Prickett Jones & Elliott, P.A.  
1310 King Street  
Wilmington, DE 19899-1328  
For the LLP Class Action

RAMON E. O'NEILL, Pro Se

Audio Operator: Jennifer M. Patone  
Transcribed By: Jo-Anne L. Hutt

(Proceedings recorded by electronic sound recording;  
transcript provided by AAERT-certified transcribers.)



Laws Transcription Service  
48 W. La Crosse Avenue  
Lansdowne, PA 19050  
(610) 623-4178

A handwritten signature, likely of the transcriber or a representative of the transcription service, written in dark ink.

1 (The proceedings occurred in open court at 3:14 p.m.  
2 as follows:)

3 MR. BRADY: Good afternoon, your Honor.

4 THE COURT: Good afternoon.

5 MR. BRADY: Robert Brady on behalf of Continental  
6 Airlines, Inc., et al.

7 Your Honor, this is the date and time set for  
8 Continental's motion to compel enforcement of this Court's  
9 final judgment and order of dismissal in the Baldrige (ph)  
10 class action proceeding and it's also Continental's objection  
11 to Mr. O'Neill's request for an extension of his deadlines  
12 under Bankruptcy Rule 8006 with respect to his appeal of your  
13 Honor's order of January 31.

14 Continental is seeking an order today, your Honor,  
15 in just two narrow points; one, that Mr. O'Neill as a member  
16 of the non-opt out class in the Baldrige adversary  
17 proceeding is bound by this Court's final judgment entered  
18 unless and until an appellate court reverses, vacates, or  
19 modifies that order. Specifically, your Honor, Mr. O'Neill  
20 and other class members are bound by Paragraph 9 of the final  
21 judgment which provides:

22 "Upon the effective date, the class representatives  
23 and all of the members of the class and anyone claiming  
24 through any of them will be forever barred and enjoined from  
25 commencing, instituting, or prosecuting any action or other

1 proceeding in any court of law or equity, arbitration  
2 tribunal, or administrative or other form directly,  
3 representatively, or derivatively against any of the released  
4 parties as to any of the settled claims."

5 And I can represent for the record that the  
6 effective date of the settlement has occurred, your Honor,  
7 and therefore Paragraph 8 is operative and enforceable unless  
8 overturned on appeal.

9 The second point we are seeking an order on, your  
10 Honor, is that the Court should deny Mr. O'Neill's request  
11 for an extension of time under Bankruptcy Rule 8006 to  
12 designate the record and issues on appeal. Mr. O'Neill lists  
13 three reasons why an extension is warranted;

14 One, that he's unable to obtain local counsel. Your  
15 Honor, his request for an extension was filed on February  
16 19th, so we believe there's been ample time to locate local  
17 counsel.

18 Two, Mr. O'Neill indicates that he's waiting for the  
19 results of an arbitration that he intends to proceed with to  
20 determine the class members and the award. Your Honor, of  
21 course it's Continental's position that your Honor's order  
22 has enjoined any such arbitration.

23 And, three, that Mr. O'Neill has been unable to  
24 access the electronic docket, but I believe now that he has  
25 had access to the electronic docket. Therefore, we request

1 that his extension motion be denied and that the Court set a  
2 date by which Mr. O'Neill must file his designation of the  
3 record and issues, so that the matter can be sent to the  
4 District Court to be adjudicated.

5 Now, your Honor, what has Mr. O'Neill been doing  
6 that we believe violates this Court's order of January 31?  
7 Well, one by his own papers, your Honor? He's indicated that  
8 he intends to proceed with an arbitration to determine the  
9 class members and the award. Of course, your Honor's order  
10 has already done that. Your Honor has issued orders  
11 certifying the class and approving the settlement of, again,  
12 this non-opt out class action of which Mr. O'Neill is a class  
13 member.

14 Through a website, your Honor, that Mr. O'Neill is a  
15 party to, and this is attached to the LLP claimants joinder,  
16 Mr. O'Neill is broadcasting what is unfortunately misleading  
17 and false information, and is causing other members of the  
18 class to take actions that we believe will adversely effect  
19 their legal rights; namely, Mr. O'Neill has advised those  
20 parties that they still have a right to join his appeal, and  
21 that they have a right to join his arbitration. We believe  
22 both of those are clearly legally wrong and through  
23 broadcasting this, your Honor, we believe he's adversely  
24 effecting the rights of the other members of the class.

25 So, unfortunately, as a result of Mr. O'Neill's

1 action, he is causing class members not to send in proof of  
2 claim forms by the deadlines set forth in your Honor's order  
3 indicating that somehow their settlement option may survive  
4 either through the filing of untimely notices of appeal, or  
5 through an arbitration that's enjoined.

6 These are not, therefore, harmless acts, your Honor.  
7 These are acts that clearly violate your Honor's order.  
8 They're costing Continental money, as we must respond to  
9 these actions.

10 Mr. O'Neill has a remedy and that is his appeal of  
11 your Honor's January 31 order. Now, Continental and the LLP  
12 claimants believe that appeal was filed untimely, but that's  
13 not an issue for today, your Honor, that is an issue that  
14 will be decided by the District Court on appeal. But that is  
15 the sole remedy available to Mr. O'Neill at this point. And  
16 that is to pursue that appeal of your Honor's order. It's  
17 not to proceed, or attempt to proceed with an arbitration  
18 before the National Arbitration Board; it is not to actively  
19 try to get people to join an appeal or to proceed with  
20 arbitration.

21 All of those acts, we believe, violate your Honor's  
22 order and that order is going to be the subject of an appeal  
23 to the District Court.

24 THE COURT: Let me ask you a question: Do I have  
25 jurisdiction to deal with a motion for extension of time to



1 file the statement of issues on appeal?

2 MR. BRADY: Your Honor, we believe because of the  
3 way the structure is set up, and that is that the notice of  
4 appeal is filed, the designation on the record, and the  
5 issues, and counter-designation are all filed at the  
6 Bankruptcy Court level. And then the Bankruptcy Clerk's  
7 Office sends it to the District Court, and only then does the  
8 District Court docket the appeal and start a proceeding at  
9 the District Court level, that this is appropriately before  
10 your Honor because it's administrative in nature, your Honor.  
11 It's in the nature of extending a deadline before we get to  
12 the District Court.

13 THE COURT: Well, except that Rule 8011 deals with  
14 motions. It says they shall be filed with the District Court  
15 or the Bankruptcy Appellate Panel.

16 MR. BRADY: Your Honor, I know the LLP claimants,  
17 the class representatives, have moved to dismiss the appeal  
18 and they have filed that with the District Court. But the  
19 District Court at this point has no case number assigned to  
20 this, because they've not received the paperwork from the  
21 Bankruptcy Court that would initiate the action.

22 THE COURT: Well, then, but they get a miscellaneous  
23 number. That's what happens with motions to dismiss.

24 MR. BRADY: When, your Honor, the motion was brought  
25 before the Court, if your Honor thinks the District Court

1 should hear it, we can bring a similar motion before the  
2 District Court. We simply responded to the motion since it  
3 was filed before this Court.

4 We think your Honor can. It's administrative in  
5 nature. This is not to the substance of what is being  
6 appealed. It's procedural.

7 THE COURT: Well, I don't know how it was docketed,  
8 but the caption does say "The District of Delaware. United  
9 States District Court for the District of Delaware."

10 MR. BRADY: It appears --

11 THE COURT: It appears that Mr. O'Neill ---

12 MR. BRADY: It appears, however, on the docket of  
13 this adversary proceeding.

14 THE COURT: Mm-hmm.

15 MR. BRADY: Which is why we brought this motion, but  
16 our --

17 THE COURT: Right.

18 MR. BRADY: As I indicated, our motion is both an  
19 objection to that and an affirmative motion seeking to compel  
20 enforcement of your Honor's order.

21 THE COURT: All right.

22 Mr. O'Neill, you wish to respond?

23 MR. O'NEILL: Yes, ma'am.

24 Good afternoon, your Honor.

25 THE COURT: Good afternoon.

1 MR. O'NEILL: I'm sorry we're back here. And if my  
2 tone gets too high, please let me know, because I've been  
3 losing my hearing throughout the years flying airplanes.

4 Your Honor, to start off with, I filed for the  
5 arbitration based on Mr. Myles' recommendation of two  
6 conversations that I had with him prior to our March 31st  
7 hearing. He reassured me that I had a right to arbitrate.  
8 And we looked at Document 57, your Honor, which was the  
9 document that was sent to us, not that he sent to me that's  
10 filed in this court, which was the document...

11 (Pause.)

12 ... which was the document dealing with the  
13 settlement agreement -- and I don't know if you could pull it  
14 out, ma'am, but I --

15 THE COURT: I don't have that in front of me. Do  
16 you want to show me what you're referring to?

17 MR. O'NEILL: May I?

18 THE COURT: You may.

19 MR. O'NEILL: I need to read it, ma'am.

20 (Handing document to Court.)

21 THE COURT: Let me see where it starts so I know  
22 what this is.

23 (Pause.)

24 All right. This is the stipulation and agreement of  
25 compromise and settlement filed in this adversary at Section

1 4.04 is what you're referring me to?

2 MR. O'NEILL: Yes, where it says, "I hereby."

3 THE COURT: It is hereby. Section 4.04 states:  
4 "Upon the effective date the class representatives, and all  
5 of the members of the class who timely sign and file a proof  
6 of claim, and execute a release with the claim's  
7 administrator, and anyone claiming through any of them, will  
8 be forever barred and enjoined from commencing, instituting,  
9 or prosecuting any action or other proceeding in any court of  
10 law or equity, arbitration, tribunal, or administrative or  
11 other form directly, representatively, or derivatively  
12 against any of the released parties as to any of the settled  
13 claims. It is affirmatively recognized and agreed that the  
14 Bankruptcy Court's determination that the LLP claims are  
15 limited to one year's back pay pursuant to Bankruptcy Code,  
16 Section 502B7, is binding on all LPP claimants, irrespective  
17 of whether or not any such LLP claimants submits his or her  
18 completed proof of claim and executed release."

19 THE COURT: Is that --

20 MR. O'NEILL: Basically, your Honor, I'm trying to  
21 find the proof of claim. If a proof of claim on the back  
22 says "I hereby select." They gave me the option to select to  
23 participate in that.

24 THE COURT: Do you have a copy of the proof of  
25 claim?

1 MR. O'NEILL: I'm trying to find it, ma'am.

2 MR. BRADY: I do not, your Honor.

3 (Pause.)

4 THE COURT: Oh, it's the last page?

5 MR. TRALINS: Your Honor, I have a copy.

6 THE COURT: I think it's attached.

7 MR. TRALINS: To the form --

8 THE COURT: It's Exhibit C to the settlement?

9 MR. TRALINS: Yes.

10 (Pause.)

11 MR. O'NEILL: And it starts, "I hereby elect."

12 THE COURT: "I hereby elect to participate in the  
13 settlement agreement."

14 MR. O'NEILL: Well, I'm not electing to participate,  
15 ma'am.

16 THE COURT: But you understand that on the first  
17 page it states the effect.

18 "If you fail to file a proof of claim and release  
19 form by April 3rd your claim will be subject to rejection and  
20 you will be precluded from receiving any benefits under the  
21 settlement of the case."

22 MR. O'NEILL: That's correct, but it doesn't  
23 preclude to proceed to arbitration.

24 THE COURT: Well, the effect of it did.

25 MR. O'NEILL: Ma'am, okay, we are dealing with an

1 non-rejected collective bargaining agreement. It's been  
2 stated by this Court the rights, okay -- and this is out of  
3 your own opinion, ma'am, and I'll read it:

4 Mr. Adams also raised the issue concerning the  
5 Eastern pilots to arbitrate under the Railway Labor Act.  
6 Since the Third Circuit Court's decision expressly that all  
7 individual Eastern pilots to proceed to arbitration to decide  
8 whether they have claims to seniority integration under the  
9 LLP. We need not to address this issue at this time.  
10 This --

11 THE COURT: I did not address the issue.

12 MR. O'NEILL: That's correct, ma'am, but --

13 THE COURT: But I did address it in the settlement.

14 MR. O'NEILL: All right, but the two orders,  
15 opinions from the Court, expressly say that is an individual  
16 right, okay? Mr. Tralins, under our collective bargaining  
17 agreement, it's not our representative and I've got the  
18 collective bargaining agreement there, which I'll show you,  
19 ma'am.

20 (Handing document to Court.)

21 The collective bargaining agreement, and if I may  
22 again --

23 THE COURT: No, I know the collective bargaining  
24 agreement gave you the right to arbitrate.

25 MR. O'NEILL: And that it's an individual right.

1 THE COURT: However, the effect of a class action is  
2 that all members in a class action where there is no opt out,  
3 all members are bound by it.

4 MR. O'NEILL: Okay. Okay, ma'am. If that's the  
5 case, how come Mr. Myles is telling me on the phone that I  
6 have a right to arbitrate?

7 THE COURT: Well, I don't know about that.

8 MR. O'NEILL: How come he -- he come he did not tell  
9 the class members, Look, I'm not giving you an opt out. Mr.  
10 Myles is the attorney of a corporation in Florida by the name  
11 of EPFF. That's the way we communicate. It's his duty as  
12 the attorney of the corporation, and the three main  
13 plaintiffs were under direct orders to let us know what the  
14 intent of the corporation is.

15 And he assured me that I did have the right to  
16 arbitrate. So if Continental wants to take the matter up of  
17 arbitration, he can take it with Mr. Myles, not me.

18 THE COURT: Do you wish to respond?

19 MR. TRALINS: Yes, your Honor. Your Honor, after  
20 the Third Circuit ruled in the United States Supreme Court  
21 denied certiorari, I instituted arbitration proceedings  
22 before the National Mediation Board because, first of all,  
23 there's a six month statute of limitations that applies.  
24 And, at that point, the Third Circuit had determined that we  
25 had a right to arbitrate the issue of whether or not there



1 was merger, and if so, how to integrate the pilots into  
2 Continental's work force, and that was my duty to do so.

3           Once I did that, and proceeded with it, and we  
4 obtained an initial strike panel from the National Mediation  
5 Board, we engaged in discussions with Continental's  
6 attorneys, both Mr. Brady and Mr. Patton of Young Conaway  
7 here, and Mr. Guyer from their Washington firm that provides  
8 them with representation, ultimately we ended up with a  
9 settlement.

10           Now, there was -- we certainly were intent on  
11 proceeding with an arbitration if we could not resolve the  
12 issues by settlement, but in analyzing it, it had seemed to  
13 me that since the core issue that Continental raised at the  
14 very outset of the case, when they filed their first  
15 objection to the Airline Pilot Association's proof of claim,  
16 it was filed on behalf of all of their members, they said  
17 even if there is an obligation, and we deny that there is,  
18 the obligation is a general unsecured pre-petition claim in  
19 bankruptcy and it is limited at best to one year's wages  
20 under the provisions of 502B7. So that's been an issue that  
21 Continental has maintained steadfastly since 1991, 1992.

22           And it seemed to me that it would be an effort -- it  
23 would involve a tremendous effort in time and resources and  
24 money, money that many of my clients could ill-afford not to  
25 go without, even in terms of a settlement, for the years that

1 it would take to get this issue resolved. So I thought that  
2 first it would be important to decide what's the measure of  
3 damages even if we win --

4 THE COURT: Well, I --

5 MR. TRALINS: -- and that's how we arrived at the  
6 settlement and that's why the arbitration didn't go forward  
7 at that point.

8 THE COURT: I understand that, but did you make any  
9 representations to Mr. O'Neill or anyone else that  
10 arbitration was still an option if the settlement agreement  
11 were approved?

12 MR. TRALINS: No, your Honor. The representations  
13 that were made was that we had an arbitration, it was  
14 proceeding, we had people who were working on that  
15 arbitration. Subsequent to that, the documentation that was  
16 sent out, and there were newsletters sent out by the group to  
17 the members of the corporation Mr. O'Neill's referring to,  
18 discussed what the settlement was, discussed what the options  
19 were. I made an hour and a half videotape that was sent out,  
20 there were 500 copies of that to discuss the Third Circuit's  
21 decision in detail.

22 And the fact of the matter is when Mr. O'Neill asked  
23 me about, my response was great, you can send a letter -- for  
24 Mr. O'Neill -- you can send a letter to the National  
25 Mediation Board, you can ask them for a panel, but you're

1 never going to see, in my opinion, Continental at an  
2 arbitration with you, because they've already agreed to treat  
3 it as if you won the arbitration, and settle your claim with  
4 more than you get even if you went through it and you won.  
5 And I'm a little frustrated because what's happened, your  
6 Honor, is we've got 46 late filed notices of appeal that  
7 started being filed February 18th, and one of them came in  
8 today, from people who are acting under the misapprehension  
9 that there is an arbitration pending when there is not. The  
10 National Mediation Board has a copy of the Court's orders,  
11 and has a copy of the Third Circuit's decision, and has not  
12 issued a panel despite Mr. O'Neill's request, but people  
13 believe there's an arbitration pending, and people also  
14 believe that they have a current right to an appeal -- the  
15 judgment of this Court that was entered January 31st when  
16 that time is long since gone and this publication and  
17 dissemination of information that are keeping people from  
18 sending in the proofs and claim, and we're now looking with a  
19 bar date, under the judgment, of tomorrow, which is why I  
20 joined in Continental's motion.

21 And I know I went further than your Honor's  
22 question, but the frustrating thing about this is that these  
23 pilots are people that had jobs at a viable airline that was  
24 destroyed as a result of circumstances entirely beyond their  
25 control. Most of them have had a very hard time of it since

1 then because of what happened to the airline industry, and a  
2 very difficult time finding jobs, and many of them -- and  
3 this last group is representative of that -- are people who  
4 simply are diehard committed to one way or another getting a  
5 job somewhere with Continental, or getting something, or  
6 continuing the fight because they're upset and angry about  
7 what happened 11 or 12 years ago.

8 But it's over with. And explaining that -- I can't  
9 tell you how many hours and hours I've spent trying to  
10 explain it to people and I don't know that it's not that they  
11 don't get it, as much as they really don't want to because of  
12 the subjective emotional feelings that are involved and  
13 that's why, if there's going to be an appeal and a  
14 determination as to whether or not Mr. O'Neill's notice of  
15 appeal was timely, we really need to get that decided quickly  
16 and by the same token, I think it's important that the class  
17 members not be misled --

18 THE COURT: Right.

19 MR. TRALINS: -- in believing that there's a right  
20 to arbitrate when there's not or that there's a right to  
21 greater compensation in that which the Court has awarded  
22 subject to appeal and we need to get on with it and get it  
23 concluded.

24 THE COURT: All right. Thank you.

25 MR. TRALINS: Yes, your Honor.

1 MR. O'NEILL: Your Honor, before we proceed, I just  
2 want to make sure that this Court doesn't interpret me like  
3 an angry creditor. It's far from those premises.

4 Second, my background, I've got 23 arbitrations.  
5 I've got over 2,000 grievance procedures. I used to be the  
6 grievance chairman at Eastern.

7 THE COURT: Mm-hmm.

8 MR. O'NEILL: I know the procedures. Mr. Myles is  
9 talking to this Court like is an authority on the Railway  
10 Labor Act. He's basically saying that he had a six month  
11 statute of limitation to file for the arbitration.

12 No, your Honor, that arbitration was enjoined by  
13 this Court. That arbitration was in process. The reason why  
14 the Casher (ph) arbitration was stopped is because  
15 Continental, using the law -- and this is the problem.  
16 Continental's been using the law to stop the arbitration --  
17 went to Mr. Casher, and Arbitrator Casher says --

18 THE COURT: I am aware of all these facts, but you  
19 were here at the hearing on approval of the --

20 MR. O'NEILL: Yes.

21 THE COURT: -- class settlement.

22 MR. O'NEILL: Yes, ma'am, and I brought some  
23 subjects up, and I was not ready to answer your questions at  
24 that time. On some of the subjects that were brought up, I  
25 basically told you that the only person that could decide

1 those subjects is the arbitrator.

2 THE COURT: However, I overruled your objections.

3 MR. O'NEILL: Yes.

4 THE COURT: And I held that the class settlement was  
5 appropriate and I ordered that as a result of that the  
6 arbitration -- any arbitration proceedings are enjoined.

7 MR. O'NEILL: Ma'am, my question is: You enjoining  
8 again the arbitration?

9 THE COURT: Yes.

10 MR. O'NEILL: The District Court told you you can't.  
11 The Third District Court told you you can't. Basically, you  
12 have created a class -- the class was established back in  
13 1987.

14 THE COURT: If I'm wrong, the District Court --

15 MR. O'NEILL: Will do it.

16 THE COURT: -- will overrule me.

17 MR. O'NEILL: Okay.

18 THE COURT: But in the meantime you cannot tell  
19 people that they can ahead with arbitration.

20 MR. O'NEILL: Ma'am, that is not correct, okay? My  
21 best friend signed this agreement. I have not told anybody.  
22 It's on the website. It's what happened in this court. I  
23 did find using Mr. Myles' standard, okay, which he claims  
24 he's been in arbitration, which he has never been in  
25 arbitration, ma'am, he just filed with the NAB. The NAB is

1 the authority to basically manage. We have never been in  
2 arbitration, your Honor.

3 THE COURT: Well, whether you have or not, that is  
4 all irrelevant.

5 MR. O'NEILL: But I filed --

6 THE COURT: There is no arbitration that can proceed  
7 after the day I signed that settlement agreement unless the  
8 District Court reverses.

9 MR. O'NEILL: Okay. And the only reason it's that  
10 way, ma'am, is because I filed for the arbitration before the  
11 hearing. I did not have proof, when I came to this hearing,  
12 that I was already in arbitration, to ask for a stay in  
13 (indiscernible) on time. I couldn't come to this Court and  
14 say, I filed for the arbitration. We've got to stop this  
15 procedure. I needed a copy from the NAB. I got a copy  
16 stamped from the NAB three days after the hearing.

17 THE COURT: All right. Well, you cannot proceed  
18 with that as a result of my order.

19 MR. O'NEILL: I can. They have blocked it already,  
20 so I don't know what they're complaining about.

21 THE COURT: Well, the problem appears to be that  
22 others under this settlement, if proofs of claim are not  
23 filed, they will get nothing. If a proof of claim is filed,  
24 they will get a distribution based on the one year, 110,000 I  
25 think it is --



1 MR. O'NEILL: Yes.

2 THE COURT: -- per pilot.

3 MR. O'NEILL: But, ma'am, that's not a problem.  
4 They could extend the deadline. They have to extend the  
5 deadline. They have gotten more people showing up that  
6 belongs in it. Right now I've got 1200 names that Mr. Myles  
7 refused to represent.

8 THE COURT: But have you told those 1200 people to  
9 file proofs of claim?

10 MR. O'NEILL: Ma'am, he is the class counsel. I  
11 mean, I can't be calling -- I did this. I put this group  
12 together, I put it to work, three class representatives took  
13 over, they said they had worked all this time. Mr. Myles has  
14 a -- supposedly a website, which is not a website really,  
15 it's a settlement site, so it's his duty. I mean, he's  
16 getting 30 percent.

17 THE COURT: Let me hear from Mr. Tralins.

18 MR. TRALINS: Your Honor, there are two distinct  
19 groups that comprise the Eastern pilots as of the time of the  
20 eastern shutdown, and those groups were the pilots who were  
21 on Eastern's payroll in Eastern's seniority list prior to  
22 March 5th, 1989, prior to the IAM strike, which the Eastern  
23 pilots went out for, in sympathy with, pursuant to the  
24 instruction of their union, most of them did, and in new  
25 hires, who were hired by Eastern during the process from

1 between March and August of 1989. Approximately 1100 pilots  
2 fall into the category of being hires.

3 When the Airline Pilots Association filed its proof  
4 of claim, it did so on behalf of the pilots who were members  
5 of ALPA, that's expressly what the claim says. I had raised  
6 this issue with Continental and taking the position with  
7 Continental that anybody who was employed by Eastern Airlines  
8 was part of the collective bargaining group, irrespective of  
9 whether or not they were a member of the union.

10 THE COURT: Mm-hmm.

11 MR. TRALINS: The union absolutely refused to  
12 recognize these people, the union did not file a claim on  
13 their behalf. Three to 400 of them did file claims, which I  
14 filed -- I filed for most of them, and Mr. O'Neill early on  
15 was instrumental in bringing a lot of those people on board  
16 so that their claims could be filed and their rights  
17 protected. And I believe, in fact, he and the class rep were  
18 working together and prepared the proofs of claims for the  
19 pilots to file in the bankruptcy.

20 Continental's position was if somebody filed a proof  
21 of claim, which is what the class definition that the Court  
22 ultimately entered as an order here, if somebody filed a  
23 proof of claim on a timely basis, we'll recognize it, but we  
24 will not recognize proofs of claims that were not filed by  
25 persons. Continental has recognized that all of the pilots

1 who were pre -- and correct me if I'm wrong, Bob -- but pre-  
2 strike, pre-March 5th, 1989, had proofs of claims filed on  
3 their behalf by the union, because that's expressly what the  
4 union did.

5 THE COURT: Right.

6 MR. TRALINS: And just last week Mr. Brady told me  
7 that in reviewing the list of claimants, that they had found  
8 88 or 93 additional persons who they recognize -- there's  
9 another 240-some, but they weren't sure who they were -- and  
10 I've been going through the lists as well to try to make  
11 certain that everybody who has a right to participate in the  
12 settlement is identified and does receive notice.

13 And in conjunction with that -- we discussed this  
14 this morning -- and one of the things we're going to ask the  
15 Court would be to extend the time consistent with the Court's  
16 prior ruling for another 60 days for the filings of proofs of  
17 claims, so that we can identify all these people.

18 What Mr. O'Neill is talking about is 1100 people,  
19 more or less, but the vast majority of those are new hires,  
20 and Continental's position with regard to them was they  
21 didn't file claims individually, they weren't members of the  
22 union, the union didn't file the claims for them, and they're  
23 time barred because they didn't file a claim, and therefore  
24 they're not going to recognize them.

25 THE COURT: Is that the people to whom you're

1 referring, the new hires?

2 MR. O'NEILL: No, no, there's more than that, ma'am.

3 This section of the collective bargaining agreement,  
4 which I've got a copy of it, it's known as 186, which is  
5 known as the Alcary (ph) decision, ma'am. The Alcary  
6 decision does not put specific dates.

7 It says everybody that is flying for Eastern  
8 Airlines as of February 24th, and I've got the decision with  
9 me, so you could read it, ma'am. That is the award. The  
10 award does not limit time. The only person that wants to  
11 limit time here is Continental. It's not even Mr. Tralins.  
12 Continental wants to limit the time.

13 If I have a new hire, and he got in trouble at  
14 Eastern Airlines, as a grievance person I had to represent  
15 him. That is the law.

16 THE COURT: Well, the problem is there are bar dates  
17 for filing proofs of claim.

18 MR. O'NEILL: Ma'am.

19 THE COURT: And if they filed a proof of claim, then  
20 they would be covered, but if they did not file a proof of  
21 claim within the time, and they were -- the union did not  
22 file a proof of claim on their behalf --

23 MR. O'NEILL: That is --

24 THE COURT: -- then they would be time barred.

25 MR. O'NEILL: That's not correct. The union filed a

1 proof of claim based on Grievance 186. They didn't put no  
2 names of no individuals. It was an open filing.

3 Now, the union represent -- did not represent those  
4 pilots, all right?

5 THE COURT: Mm-hmm.

6 MR. O'NEILL: Mr. Tralins was not able to object to  
7 that. If you look at the district decision --

8 THE COURT: Mm-hmm.

9 MR. O'NEILL: -- because he was time barred, because  
10 this appeal was not filed on time, okay? So he can't come up  
11 here and say what happened.

12 The duty under the Railway Labor Act is you  
13 represent everybody. Out of people that were working at  
14 Eastern before March 4th, 1989 -- and my records as a strike  
15 chairman will indicate -- 60 percent of the pilots were  
16 members of ALPA. The other 40 percent were not. So --

17 THE COURT: But the other 40 percent did file proofs  
18 of claim here. They had a right to file a proof of claim  
19 themselves.

20 MR. O'NEILL: Ma'am, ALPA stated that we're filing a  
21 proof of claim on everybody's behalf. We --

22 THE COURT: To whom did they state that?

23 MR. O'NEILL: They sent us paperwork on it. That's  
24 where I copied the claim from. Mr. Tralins did not file the  
25 proof of claim for us. We did it on our own. I copied ALPA

1 and I basically said, okay, we've got to do it on our own,  
2 because ALPA is going to sell us down the drain.

3 THE COURT: Mm-hmm.

4 MR. O'NEILL: That's what happened. He wasn't  
5 involved in the case when those filings came.

6 THE COURT: He says ALPA said they weren't  
7 representing the new hires.

8 MR. O'NEILL: Ma'am, at that point when the filing  
9 was done, ALPA filed a claim based on Grievance 186. It did  
10 not say who they were going to represent.

11 THE COURT: Does anybody have the ALPA proof of  
12 claim?

13 MR. BRADY: I did not bring it, your Honor. This is  
14 Robert Brady for the record. But I will note for the record  
15 that ALPA withdrew its proof of claim as part of its  
16 settlement. So the ALPA claim was formally withdrawn from  
17 the case and Continental has reviewed it. As Mr. Tralins  
18 indicated, it indicated they were filing a claim on behalf of  
19 their members. Continental has always taken the position  
20 that if someone did not file a proof of claim individually,  
21 or with a member of ALPA that could be represented the class  
22 proof of claim filed by ALPA, they had not participated in  
23 the bankruptcy.

24 At face, your Honor, this is still, though very  
25 complicated, a bankruptcy proceeding. Continental confirmed

1 its plan in 1993, went effective shortly thereafter, and is  
2 trying to make distributions to the creditors in this case.  
3 There are a large number of creditors who are waiting for  
4 what they hope will be a final distribution and we can't make  
5 it until we resolve the proofs of claim that were filed and  
6 that's what we're here on the class action, that was the  
7 basis of the settlement. Continental would have never  
8 entered the settlement, your Honor, if it was a opt out  
9 settlement.

10 We've been down that road before. This was an  
11 attempt to fully and finally resolve the claims filed in the  
12 bankruptcy by the LLP claimants, that was the basis of the  
13 settlement, and that is why we offered in excess of what your  
14 Honor had ruled was the appropriate amount of their claim.  
15 Put this issue to rest and close the bankruptcy.

16 THE COURT: But you're also seeking, without  
17 affording an opportunity to file a proof of claim, to release  
18 claims against the debtor from those who did not file proofs  
19 of claim, and an injunction; am I wrong?

20 MR. BRADY: Your Honor, the class members are all  
21 people who filed claims. Mr. O'Neill filed a claim. The  
22 injunction --

23 THE COURT: Then why are we arguing about this?

24 MR. BRADY: -- the injunction is clearly --

25 THE COURT: Only as to those who filed proofs of



1 claim.

2 MR. BRADY: Only those who filed proofs of claim.

3 THE COURT: All right. So why are we arguing about  
4 this issue?

5 MR. O'NEILL: Ma'am, because the claims, they are --  
6 are because of our rights on arbitration, which everybody's  
7 included. The reason why we have this claim is because of an  
8 arbitration that took place that includes all pilots.

9 THE COURT: And this settlement settles your claim  
10 and your right to arbitration.

11 MR. O'NEILL: Yes, that's what it's doing.

12 THE COURT: I already decided that. If you disagree  
13 with that, you can go to the District Court.

14 MR. O'NEILL: I understand that, ma'am, but the  
15 reason why we're arguing is because Mr. Tralins, all right,  
16 basically got up here and he stated that he did certain  
17 things which he hasn't done, and one of them is he hasn't  
18 represented the class properly.

19 THE COURT: Well, I've already decided that he did.

20 MR. O'NEILL: Okay.

21 THE COURT: And I've already approved the  
22 settlement.

23 MR. O'NEILL: All right.

24 The debtor agrees to an extension to give notice to  
25 parties to the extent any of Mr. O'Neill's communications may

1 have misled them?

2 MR. BRADY: Your Honor, reluctantly because of  
3 what's transpired the debtor has agreed to a 60 day extension  
4 across the board for class members who put their paperwork in  
5 to participate. I did not have an opportunity to check this  
6 with the post-effective date committee. There is a post-  
7 effective date committee that is very anxious to get the  
8 final distribution out to the creditors, but I did not have  
9 an opportunity to review that with them, but they are not  
10 present today, your Honor, but Continental has agreed to that  
11 60 day extension.

12 MR. O'NEILL: May I ask now, your Honor, you've got  
13 a 60 day extension, who is going to be included? We've got  
14 pilots that were in this collective bargaining agreement  
15 since February 24th, 1986. We've got pilots all the way down  
16 to January 18th of '91.

17 THE COURT: I am only dealing with those who are  
18 members of this class to the extent they filed a proof of  
19 claim.

20 MR. BRADY: Your Honor, the settlement does provide  
21 a mechanism. Basically, your Honor defines who is a class  
22 member. They have an opportunity to reach out to either  
23 myself or Mr. Tralins and ask to be included in the class.  
24 If we disagree, they have the right to come to your Honor and  
25 ask to be put in the class. If we agree -- and as Mr.

1 Tralins indicated -- we have located class members that  
2 should have been on the list that we are adding to the list  
3 through consent of both Continental and the Baldrige  
4 plaintiffs. We will add those. Anyone who comes forward who  
5 meets the criteria of the test that your Honor approved as to  
6 who a class member is will be added.

7 If they disagree with our decision, should we turn  
8 them down, they have the opportunity to come before your  
9 Honor and seek to be added to the class.

10 THE COURT: All right. You may have your pleading  
11 back.

12 (Document handed back to counsel.)

13 THE COURT: Well, I'm going to grant the debtor's --  
14 it's a join motion, is it? Well, the debtor's motion to  
15 enforce compliance.

16 And, Mr. O'Neill, I am going to direct you not to  
17 continue any arbitration or to advise any other class member  
18 that they have the right to proceed with arbitration.

19 MR. O'NEILL: Ma'am, I never --

20 THE COURT: In the absence of the District Court  
21 reversing my order approving the settlement.

22 MR. O'NEILL: Ma'am, I understand your compelling,  
23 but I never did that.

24 THE COURT: All right.

25 MR. O'NEILL: Okay?

1 THE COURT: Well, don't do it in the future.

2 And I will grant an extension to the class members  
3 of 60 days. I think that is necessary to correct any  
4 misunderstanding the parties may have to assure that all  
5 those who are entitled to share in this settlement, do, in  
6 fact, participate.

7 I don't think I have jurisdiction to deal with the  
8 request for an extension of deadline under Rule 8006. So I  
9 think the debtor and anybody else who wants to respond to  
10 that should file a separate response in the District Court.  
11 And if you can alert the Clerk's Office that the request for  
12 the extension really should have been docketed in the  
13 District Court as well under Rule 8011.

14 MR. BRADY: Very well, your Honor.

15 THE COURT: All right.

16 MR. TRALINS: Your Honor, consistent with the  
17 Court's ruling, the other problem that I know is there is  
18 that because Mr. O'Neill has published a form notice of  
19 appeal that's on his website. Like I said, I saw before the  
20 hearing, and in the afternoon's mail we got another one  
21 today. There are 46 people who have filed what they, I guess  
22 believe are notices of appeal, rather than proofs of claim,  
23 and there's no doubt in that they're time barred with the  
24 appeal --

25 THE COURT: Mm-hmm.

1 MR. TRALINS: -- and I'm concerned about their  
2 reliance and representation on the website that they have a  
3 right to appeal when they do not.

4 THE COURT: Well, I won't deal with that, but I  
5 think that those 46 should specifically be addressed in a new  
6 notice advising them that the deadline has been extended, but  
7 has not affected by any appeal until or unless an appeal  
8 order is signed. There's been no stay pending appeal. So  
9 that they should file their claims within the new deadline.

10 MR. TRALINS: Your Honor, there's one other matter.  
11 Bruce?

12 MR. JAMESON: Your Honor, Bruce Jameson from  
13 Prickett, Jones, and this is really housekeeping and it has  
14 to do with getting this over to the District Court.

15 We filed on March -- I guess 6th -- a motion to  
16 dismiss the appeal and also to transfer the record over to  
17 the District Court to hear our motion to dismiss, because we  
18 believe the appeal is not timely.

19 THE COURT: Right.

20 MR. JAMESON: I talked to the Clerk's Office last  
21 week who advised me they were waiting for instructions from  
22 the Court to transfer it over. So it's really a logistical  
23 question since the Court has now ruled that the motion to  
24 extend time should also be heard by the District Court, and  
25 there should be no additional designations I think since the

1 extension of time is to make those designations, my question  
2 is: Do I need to submit a form of order to the Court or how  
3 should I follow-up to get that file transferred over to the  
4 District Court?

5 THE COURT: Follow-up with the clerk, and I will,  
6 myself -- nobody's asked me for instructions.

7 MR. JAMESON: Okay.

8 THE COURT: So, but I will orally tell them that it  
9 should be -- any motion to dismiss the appeal should be sent  
10 to the District Court.

11 MR. JAMESON: Thank you, your Honor.

12 MR. O'NEILL: Your Honor, I've got one more item  
13 believe it or not.

14 When we were here the last time, Mr. Tralins forgot  
15 to bring up that EPFF, the three members of named plaintiffs,  
16 with concurrence had an agreement with me that I was going to  
17 get compensated for all the work I've done throughout the  
18 years. And he did not include that as part of his expenses  
19 and I have never been compensated for all my work.

20 THE COURT: I don't recall this.

21 MR. TRALINS: The only issue before the Court in  
22 terms of what the Court had jurisdiction over was the award  
23 -- the requested award for class plaintiff compensation.

24 THE COURT: Mm-hmm.

25 MR. TRALINS: I have -- it's in the minutes of the

1 Eastern Pilots for Fairness, Not for Profit Corporation, and  
2 it's been something that's been consistent all along, and  
3 that is that corporation has had volunteer work for 11 years  
4 and it needs to make its own internal business decisions how  
5 and under -- and what it wants to do for the people that have  
6 put in a tremendous amount of time and effort.

7 Mr. O'Neill is one of those people, and put in a  
8 substantial amount of time, and I'm certain that the  
9 corporation will address that appropriately. It's just not  
10 -- it's not an issue for the Court. It's an issue that's  
11 internal to the operation of that corporation.

12 THE COURT: Yeah, why is it before me?

13 MR. TRALINS: I'm not sure.

14 MR. O'NEILL: I just brought it up, ma'am, because  
15 the main plaintiffs basically came to this Court, and I  
16 recognize some that were -- a lot of them had 1700 shares,  
17 but at no time the main plaintiffs -- included the people  
18 that have done a lot of work. And in reality, I've done most  
19 of the work. The reason why we're here today is because I  
20 did the work.

21 THE COURT: Well, I'll let you address that with the  
22 organization.

23 MR. O'NEILL: But --

24 THE COURT: But it's not before me.

25 All right. I'll look for a formal order from you,



1 Mr. Brady.

2 MR. BRADY: Yes, your Honor.

3 THE COURT: All right. We'll stand adjourned then.

4 (Court adjourned at this time.)

5 - - -

CERTIFICATION

I hereby certify that the foregoing is a correct transcript from the electronic sound recording of the proceedings in the above-entitled matter.

Geraldine C. Laws

Geraldine C. Laws, CET  
Laws Transcription Service

6/11/02

Date

# EXHIBIT J

In re	)	Chapter 11
	)	
CONTINENTAL AIRLINES, INC.,	)	Case Nos. 90-932 (MFW)
<u>et al.</u>	)	through 90-984 (MFW)
	)	
Debtors.	)	Jointly Administered
_____	)	
	)	
JAMES BALDRIDGE, WILLIAM	)	
MANN and LARRY DUNN, individually	)	
and as representatives of a class of persons	)	
similarly situated who are referred to as	)	
the LPP CLAIMANTS.	)	
	)	
Appellants,	)	
	)	
v.	)	Adversary No. 99-412 (MFW)
	)	
CONTINENTAL AIRLINES HOLDINGS,	)	
INC., CONTINENTAL AIRLINES,	)	
INC. and SYSTEM ONE HOLDINGS,	)	
INC.	)	
	)	
Appellees.	)	
	)	

AND NOW, the Court having considered the Motion Of Continental To Enforce Compliance With Court Order (the "Motion") And Objection Of Continental To Request For Extension Of Deadline From Rule 8006 (the "Objection") dated March 4, 2002 [Docket No. 118; and the Court having considered the responses filed by Ramon E. O'Neill ("O'Neill") [Docket Nos. 153 and 164] and the joinder filed by the LPP Class Action Plaintiffs [Docket No. 152] and

all related pleadings; and a hearing having been held on April 2, 2002 (the "Hearing"); and for the reasons stated by the Court on the record at the Hearing, it is hereby

ORDERED that the Motion is granted; and it is further

ORDERED that absent further order of this Court or an appellate court, O'Neill is bound by the terms of the Court's Final Judgment and Order of Dismissal, dated January 31, 2002, a copy of which is attached hereto as Exhibit A (the "Final Judgment"), and specifically O'Neill and anyone acting on his behalf or at his direction are enjoined from commencing, instituting or prosecuting any action or other proceeding in any court of law or equity, arbitration tribunal or administrative or other forum against Continental as to any of the Settled Claims as that term is defined in the Final Judgment; and it is further

ORDERED, that O'Neill and anyone acting on his behalf or at his direction is prohibited from attempting to cause any LPP class member to forgo their right to participate in the class action settlement by advising them they have a current right to appeal the Final Judgment and/or that they have a current right to join an arbitration for enforcement of the labor protective provisions against Continental; and it is further

ORDERED, that pursuant to Bankruptcy Rule 8011, O'Neill's Request For Extension Of Deadline From Rule 8006 and Continental's Objection thereto are properly considered by the District Court.

Dated: Wilmington, Delaware

~~April~~, 2002

*Mary F. Walrath*

*Mary F. Walrath*

Mary F. Walrath  
United States Bankruptcy Judge

# EXHIBIT

## K

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re	)	Chapter 11
	)	
CONTINENTAL AIRLINES, INC.,	)	Case Nos. 90-932 (MFW)
<u>et al.</u> ,	)	through 90-984 (MFW)
	)	
Debtors.	)	Jointly Administered
<hr/>		
JAMES BALDRIDGE, WILLIAM	)	
MANN and LARRY DUNN, individually	)	
and as representatives of a class of persons	)	
similarly situated who are referred to as	)	
the LPP CLAIMANTS,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	Adversary No. 99-412 (MFW)
	)	
CONTINENTAL AIRLINES HOLDINGS,	)	
INC., CONTINENTAL AIRLINES,	)	
INC. and SYSTEM ONE HOLDINGS,	)	re: Docket No. 169
INC.,	)	
	)	
Defendants.	)	
<hr/>		

**DEFENDANTS' OBJECTION TO MOTION FOR FINDING  
THAT NEWLY IDENTIFIED FORMER EAL PILOTS ARE  
MEMBERS OF THE CLASS, FOR ENTRY OF ORDER  
REQUIRING CAL TO FUND SETTLEMENT FOR NEW  
CLASS MEMBERS, FOR 90 DAY EXTENSION OF TIME TO  
PROVIDE NOTICE AND FOR APPROVAL OF FORM OF NOTICE**

The above-captioned defendants ("Continental") hereby object to the Motion of the LPP Class Action Plaintiffs (the "Motion") for (i) a finding that 226<sup>1</sup> "newly identified" former Eastern Airlines ("EAL") pilots listed on Exhibit A to the Motion are members of the

<sup>1</sup> The Motion seeks to include 256 people in the class. Continental has located individual proofs of claim filed by approximately 30 of these people and, therefore, has no objection to their inclusion.



class certified herein (the “Proposed New Members”) and (ii) certain related relief, and in support respectfully represent as follows:

### **PRELIMINARY STATEMENT**

1. The so-called “New Members” that are the subject of the Plaintiffs’ Motion are neither “newly identified” nor are they properly members of the certified class. Plaintiffs’ counsel has previously raised the issue of whether to include in the class certain non-settling former EAL pilots that were allegedly covered under a proof of claim filed by the Air Line Pilots Association (“ALPA”), but who did not file individual proofs of claim, and it was rejected by Continental. The basis for Continental’s position is that when ALPA released and withdrew its proof of claim as part of its settlement with Continental, each ALPA member was advised in writing that if they opted-out of the settlement and failed to individually file a proof of claim, they would be barred from seeking any individual LPP relief against Continental, absent a court order. Since that time (April 1994), none of the Proposed New Members have sought relief to file an individual proof of claim or participated in these bankruptcy proceedings in any way. Accordingly, the Proposed New Members do not meet the requirements for class membership and are not entitled to participate in the class action settlement.

### **BACKGROUND**

2. On February 3, 2000, this Court entered its Opinion On Motion For Class Certification, and a copy of which is attached hereto as Exhibit A (the “Class Certification Opinion”). In its Class Certification Opinion, the Court found that the class consists of “all Eastern Airlines flight deck employees (a) who are entitled to the benefits of the collective bargaining agreement (the “CBA”) between Eastern Airlines and Air Lines Pilots Association in

effect at the time that Eastern Airlines allegedly merged with Continental; (b) who filed a timely claim in these proceedings for enforcement of the labor protection privileges (“LPPs”) embodied in the CBA; and (c) who did not settle, waive or relinquish his or her LPP claim with Continental.” Class Certification Opinion at p. 2.

3. The Plaintiffs subsequently filed a motion for an order clarifying the method of identifying class members (the “Motion To Clarify”) after a dispute arose between the parties over the interpretation of the phrase “*who filed a timely claim*” in the class definition. In their Motion to Clarify, Plaintiffs specifically raised the issue of whether former EAL pilots covered under the ALPA proof of claim should be part of the class. After significant discussion, the parties agreed not only on a modified class definition as set forth in the Court’s July 10, 2001 Order Granting Class Action Plaintiffs’ Motion To Clarify Method Of Identifying Class Members (the “Class Clarification Order”), a copy of which is attached as Exhibit B, but ultimately on a list of eligible class members which was subsequently filed with the Court. The list was *critical* to Continental because the parties were working towards a settlement of the class action. Since there were limited reserves available from which to pay creditors, Continental did not believe that it or its creditors (including the Post-Effective Date Committee) could form a reasoned judgment about the propriety of any settlement until all interested parties understood the total size of the class.

4. As a result of this process, the parties mutually identified 583 LPP Class Action Plaintiffs and a final settlement was reached awarding each of those claimants an allowed general unsecured Class 13 claim of \$110,000. At the preliminary settlement hearing conducted on November 16, 2001, the Court requested that both the Plaintiffs and Continental submit

affidavits describing how the list of class members was created. A copy of the Mr. Tralins' Affidavit for Plaintiffs is attached hereto as Exhibit C and Ms. Smith's Affidavit for Continental is attached hereto as Exhibit D. While both affidavits very clearly indicate that all ALPA members who accepted the ALPA settlement were deleted from the list, neither affidavit includes in the class those ALPA members who opted-out of the settlement, but did not timely file an individual proof of claim.

5. Indeed, Mr. Tralins' Affidavit, which confirms that he cross-checked the list against "Eastern Airlines pre-IAM strike seniority list" and "Eastern's November 1990 seniority list", expressly provides that he believes the list (which does not include the Proposed New Members) is **"a complete and accurate list of all eligible members of the class in this proceeding."** Tralins' Affidavit at p. 3 (emphasis supplied). While it is true that both Plaintiffs and Continental have since determined that certain additions and deletions to the list are warranted<sup>2</sup>, it is not likely that Plaintiffs completely "missed" 226 people. Moreover, the Smith Affidavit states that the list was derived from the official claims register in these cases identifying individual LPP claims. Smith Affidavit, p.2, ¶ 3(a).

6. Notwithstanding the foregoing, and after the class action settlement was approved by the Court and fully-funded by Continental, Plaintiffs bring their Motion to add the Proposed New Members utilizing a procedure in the settlement order that was intended for use by individuals who believed they should be included in the class (not the Plaintiffs who had already verified the accuracy of the class list).

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<sup>2</sup> Since the list was created, Continental has discovered approximately 90 people that properly filed individual LPP claims and, therefore, should be included in the class. Continental is waiting for Plaintiffs to confirm that the inclusion of these people in the class is acceptable. As stated earlier, approximately 30 of the people on Continentals' list are also on Plaintiffs' list attached to the Motion.

7. Plaintiffs raise two arguments as to why the Proposed New Members should be part of the class: (i) since Continental agreed that these former EAL pilots were eligible to participate in the ALPA settlement as a result of being covered by the ALPA proof of claim, Continental cannot now argue that their “claims” were not timely filed, and (ii) the Court’s order approving the ALPA settlement provided that those who opted-out of the settlement could continue to pursue their LPP claims against Continental. As set forth below, neither argument is valid and therefore the Motion must be denied.

### OBJECTION

8. It is undisputed that as part of its settlement with Continental, ALPA waived, released, withdrew and dismissed all of its claims against Continental. ALPA Settlement, pp. 9-10, §§ 8 and 9.<sup>3</sup> The question then is what happened to those eligible ALPA members who opted-out of the settlement. The release provisions of the settlement agreement are quite clear: ALPA’s release “shall have no effect at all on (1) any claims or rights of **any pilot who has filed a claim for such in the Delaware Bankruptcy Proceedings** and does not participate in this Settlement Agreement...”. ALPA Settlement at p. 9, § 8(B) (emphasis supplied). ALPA’s release and withdrawal of its proof of claim, however, most definitely impacted those pilots that had not filed an **individual** proof of claim in the bankruptcy case and the effect on “nonparticipating pilots” was made very clear to the ALPA members while they considered the settlement.

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<sup>3</sup> A copy of the ALPA settlement is attached as Exhibit B to Plaintiffs’ Motion.

9. On April 12, 1994, ALPA sent a letter to its members advising them of the terms of the settlement with Continental. A copy of the letter is attached hereto as Exhibit E. In addition to urging its members to accept the settlement, ALPA made the following points:

Under the settlement agreement, ALPA and Continental (and its corporate affiliates) agree to waive all claims that they currently maintain or may maintain against each other. (p.4)

In addition, the Association agrees that it will provide no support or assistance, direct or indirect, to any former Eastern pilot who seeks to pursue claims against Continental. (p.4)

If you decline to participate (and if the settlement becomes effective), you are free to litigate an LPP claim against Continental on your own or through your personal representative provided that you had filed a timely individual LPP claim against Continental in the Continental bankruptcy proceeding. (p. 5)

Pilots who failed to file such individual claims are likely barred from seeking any individual LPP relief against Continental absent a court order. (p. 5)

Thus, Plaintiffs' assertions in their Motion that Continental's position that ALPA members who did not accept the settlement and did not timely file an individual proof of claim would not be entitled to participate in distributions under the plan is (i) "inconsistent", (ii) "new", (iii) "not logical or a fair expression of the spirit and intent of [ALPA Settlement]" and (iv) "made to defeat the claims of the newly discovered Class Action Plaintiffs" are just plain wrong.

Continental's position was fully disclosed to ALPA members and without objection from ALPA. Most importantly, however, is that none of the Proposed New Members have ever filed or attempted to file an individual proof of claim and/or participate in these bankruptcy proceedings since opting-out of the settlement.

10. Moreover, Judge Balick's order approving the ALPA settlement is not inconsistent with Continental's position. Those ALPA members who chose not to participate in

the ALPA settlement and who timely filed individual proofs of claim did retain their LPP claims and Continental settled those claims as part of this class action adversary proceeding. ALPA appropriately warned its members who had not filed individual proofs of claim that if they did not accept the ALPA Settlement they would be barred from recovering on their LPP Claims. There is nothing in the Court's order that authorizes the opt-out pilots to individually pursue the proof of claim filed and withdrawn by ALPA. Indeed, in response to the objections filed to the settlement, Judge Balick specifically found that "[t]he Court does not have authority to re-make the settlement upon a plan suggested by objecting pilots." Order at p. 2.

11. Finally, with respect to the related relief requested by the Motion, since the Proposed New Members are not properly part of the class, there is no reason to extend the deadline by which they must accept the class action settlement<sup>4</sup>. Continental has and will agree to a limited extension of the bar date for those people that the parties have mutually agreed are properly part of the class so that proper notice is given and those claimants have sufficient time to review and complete the necessary paperwork.

### CONCLUSION

12. The Continental Bankruptcy has been pending since December 3, 1990 (almost 12 years). Both before and since confirming its chapter 11 plan and going effective in April 1993, Continental has worked diligently to resolve the more than 40,000 proofs of claim

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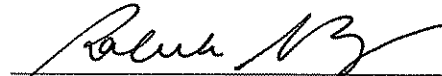
<sup>4</sup> The parties previously agreed that the June 3, 2002 bar date would be extended until June 30, 2002 only with respect to the 256 people identified in Plaintiffs' motion and the approximately 90 additional people identified by Continental. The bar date has already expired with respect to all others.

filed against the various debtors. The vast majority of allowed creditors received their initial distribution under the plan in late 1993 and have been waiting since then for a determination of whether there will be a final distribution and, if so, in what amount. It would be patently unfair to the allowed creditors of Continental who have waited a very long time for the claims resolution process to conclude to grant these Proposed New Members each an \$110,000 claim in this bankruptcy proceeding when they have taken no steps whatsoever to pursue an individual LPP claim against Continental. Even now, it is not the individuals requesting class membership, but Plaintiffs' counsel. These former EAL pilots were clearly advised of the result if they did not accept the ALPA settlement and by opting-out and not seeking leave to file an individual claim, they effectively relinquished any claim against the Debtors. It would be unfair for Plaintiffs or this Court to grant them a windfall.

WHEREFORE, Continental respectfully requests that this Court deny the Motion and grant Continental such other and further relief as may be necessary.

Dated: June 7, 2002  
Wilmington, Delaware

YOUNG CONAWAY STARGATT &  
TAYLOR, LLP



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Wilmington, Delaware 19801  
(302) 571-6600

Attorney for Continental



# EXHIBIT

# L

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

In re:	)	
	)	Chapter 11
CONTINENTAL AIRLINES, INC.,	)	
<u>et al.</u> ,	)	Case Nos. 90-932 through
	)	90-984-MFW
Debtors.	)	
_____	)	Jointly Administered
BROWNIE NORWOOD INMAN,	)	
	)	
Appellant,	)	
	)	
v.	)	C.A. No. 02-399-SLR
	)	C.A. No. 02-490-SLR
JAMES BALDRIDGE, WILLIAM	)	
MANN and LARRY DUNN,	)	
individually and as	)	
representatives of a class	)	
of persons similarly situated	)	
who are referred to as LPP	)	
CLAIMANTS,	)	
	)	
Appellees.	)	

**MEMORANDUM ORDER**

At Wilmington this 31<sup>st</sup> day of March, 2003, having reviewed appellees' motions to dismiss the above captioned appeals and the papers submitted in connection therewith;

IT IS ORDERED that said motions (02-399/D.I. 10; 02-490/D.I. 5) are granted, for the reasons that follow:

1. **Standard of Review.** This court has jurisdiction to hear an appeal from the bankruptcy court pursuant to 28 U.S.C. § 158(a). In undertaking a review of the issues on appeal, the court applies a clearly erroneous standard to the bankruptcy court's findings of fact and a plenary standard to that court's

legal conclusions. See Am. Flint Glass Workers Union v. Anchor Resolution Corp., 197 F.3d 76, 80 (3d Cir. 1999). With mixed questions of law and fact, the court must accept the bankruptcy court's "finding of historical or narrative facts unless clearly erroneous, but exercise[s] 'plenary review of the [bankruptcy] court's choice and interpretation of legal precepts and its application of those precepts to the historical facts.'" Mellon Bank, N.A. v. Metro Communications, Inc., 945 F.2d 635, 642 (3d Cir. 1991) (citing Universal Minerals, Inc. v. C.A. Hughes & Co., 669 F.2d 98, 101-02 (3d Cir. 1981)). The district court's appellate responsibilities are further informed by the directive of the United States Court of Appeals for the Third Circuit, which effectively reviews on a de novo basis bankruptcy court opinions. In re Hechinger, 298 F.3d 219, 224 (3d Cir. 2002); In re Telegroup, 281 F.3d 133, 136 (3d Cir. 2002).

2. **Background.** The underlying dispute has a long and convoluted procedural history. On February 23, 1986, Eastern Airline ("Eastern") and its pilots' union, the Air Lines Pilot Association ("ALPA"), ratified a collective bargaining agreement. On February 24, 1986, Texas Air Corporation, the parent of Continental Airlines, Inc. ("Continental"), acquired Eastern. ALPA asserted that the acquisition was a merger requiring integration of the Eastern and Continental pilots' seniority lists under Eastern's collective bargaining agreement. When

Eastern and Continental refused to bargain with ALPA on the issue, ALPA initiated arbitration.

3. In March 1989, Eastern filed for protection under chapter 11 of the Bankruptcy Code and asserted that the automatic stay precluded ALPA from proceeding with the arbitration. After protracted litigation, the Court of Appeals for the Second Circuit held that the automatic stay did not preclude arbitration. In re Ionosphere Clubs, Inc., 922 F.2d 984 (2d Cir. 1990). ALPA and Eastern thereafter proceeded with arbitration, during which ALPA sought prospective integration of the Eastern and Continental pilots' seniority lists and back pay until the integration was completed.

4. Continental filed for protection under chapter 11 of the Bankruptcy Code in December 1990. ALPA (and certain individual Eastern pilots) filed unliquidated proofs of claim in that proceeding. Continental filed objections and sought a declaration that the claims were general unsecured prepetition dischargeable claims compensable by an award of monetary damages. ALPA disagreed and asserted that the pilots were entitled to specific performance of the collective bargaining agreement, namely, seniority integration. In addition, ALPA asserted that only the arbitrator had jurisdiction to determine whether a merger had occurred as defined by the collective bargaining

agreement.<sup>1</sup>

5. The United States Court of Appeals for the Third Circuit ultimately held "that any claim based on an award of seniority integration arising out of the resolution of the [labor arbitration] dispute will be treated as a claim in bankruptcy giving rise to a right of payment. As such, the right to seniority integration is satisfiable by the payment of money damages." In re Continental Airlines, 125 F.3d 120, 136 (3d Cir. 1997). The Third Circuit prefaced its holding with the following language:

We take care to note the boundaries of our holding. It is not our purpose to suggest the award the arbitrator should grant, if an award is warranted upon disposition of the [labor arbitration] dispute. Our holding is limited to how the claims should be treated in bankruptcy.

Id. at 136. In other words, the Third Circuit, in its 1997 decision, determined the proper forum (arbitration) for resolution of the pilots' substantive rights (whether they have seniority integration rights), while maintaining the bankruptcy court's jurisdiction to determine the "manner in which the

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<sup>1</sup>On October 12, 1999, James Baldridge, William Mann and Larry Dunn, individually and as the representatives of a number of former Eastern pilots (referred to as the "LPP Claimants" since 1991), filed an adversary proceeding against Continental. By order dated February 3, 2000 and amended July 10, 2001, the bankruptcy court certified a non-opt out class that included appellant (the "Baldridge LPP Class"). Appellant did not object to entry of the class certification order nor did he seek an appeal from that order.

[claims] in bankruptcy would be treated if a right to seniority integration is established." Id. at 131, n. 8.<sup>2</sup>

6. By order dated October 12, 2000, the bankruptcy court granted summary judgment to Continental, finding that, if the Eastern pilots established their right to seniority integration in arbitration, each of the pilots' claims would be treated as a general unsecured prepetition claim and that the value of each such claim for payment purposes would be limited to one year's wages pursuant to Rule 502(b)(7). (Bk. Case No. 90-932, D.I. 46)

7. Although appellant did not file an individual appeal from that order, an appeal from this order was filed by the "Baldridge LPP Class Action" plaintiffs.

8. On or about November 26, 2001, a settlement notice was sent to each member of the "Baldridge LPP Class," including appellant. (D.I. 1, attachment at Ex. A) After a hearing, the bankruptcy court entered an order on January 31, 2002 (the "Settlement Order") approving a settlement (the "Settlement Agreement") between the Baldridge LPP Class (appellees herein)

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<sup>2</sup>Despite the Third Circuit's ruling, a group of dissatisfied Eastern pilots thereafter filed a lawsuit in the United States District Court for the District of New Jersey seeking enforcement of their collective bargaining rights outside the arbitration proceeding. That lawsuit was transferred to this court and thereafter dismissed. Eastern Pilots Merger Committee v. Continental Airlines, C.A. No. 99-795-SLR (D. Del. September 12, 2000), aff'd, 279 F.3d 226 (3d Cir. 2002), cert. denied, \_\_\_ U.S. \_\_\_, 123 S. Ct. 345 (2002).

and Continental, whereby:

a. The bankruptcy court dismissed "on the merits with prejudice. . . any and all claims, actions, requests for relief or causes of action alleged in the Baldrige class action complaint by plaintiffs and the members of the class as to all Defendants." (D.I. 1, attachment at Ex. A, ¶ 5)

b. The Class Representatives "shall be deemed to have released and forever discharged each and every Settled Claim which they, or any of them had, may have had, now have or have as of the Effective Date of the Settlement against the Released Parties." (Id. at ¶ 6)

c. Class Counsel, on behalf of the Class Representatives and the Class, "shall file a dismissal with the clerk of the United States District Court for the District of Delaware of the Baldrige LPP Class Action plaintiffs' pending appeal of the October 12, 2000 Order and Opinion of [the bankruptcy court]. (Id. at ¶ 7)

d. Class counsel, on behalf of the Class Representatives and the Class, "shall withdraw its Demand for LPP Arbitration filed with the National Mediation Board in March 1998." (Id. at ¶ 8)

e. "[T]he Class Representatives and all of the Members of the Class and anyone claiming through any of them will be forever barred and enjoined from commencing, instituting or



prosecuting any action or other proceeding in any court of law or equity, arbitration tribunal or administrative or other forum directly, representatively or derivatively against any of the Released Parties as to any of the Settled Claims." (*Id.* at ¶ 9)

f. As the court understands the terms of the settlement, the Class members should receive under the settlement "a claim value two to three and one-half times one year's wages. . . ." (D.I. 29 at ¶ 3)

9. **Analysis of the merits.** In his appeal, appellant essentially argues that the Baldridge LPP Class does not have the authority to enter into an agreement with Continental "that overrides the September 29, 1997, Third Circuit Court of Appeals decision." (D.I. 25, ¶ 15) Appellant characterizes the September 29, 1997 decision as holding "that the rights of individual pilots to pursue their claims for seniority integration would be an issue folding within to the exclusive jurisdiction of an arbitrator selected in accordance of Section 13(a) of the Labor Protective Provisions." (D.I. 25, ¶ 13)

10. Appellant's reading of the Third Circuit's decision is legally incorrect, as is abundantly clear from the procedural history recited above. The Third Circuit limited the scope of the arbitrable question to be whether the Eastern pilots have established seniority integration rights. The Third Circuit further determined that if those rights were established, they

would be satisfiable by the payment of money damages. The bankruptcy court limited the amount of money damages to one year's wages. The Settlement Agreement at issue increased the maximum claim award by two- or three- fold. Appellant did not individually appeal from the class certification order or from the summary judgment order of the bankruptcy court. The Settlement Agreement moots the arbitration proceeding by recognizing the Eastern pilots' claims to seniority integration and gives to members of the Baldridge LPP Class more value than that provided for in the bankruptcy court's summary judgment decision.

11. **Mootness.** Not only is appellant's position untenable, but the appeal is moot, given the withdrawal of the pending appeals and the distribution of consideration to class members, acts in furtherance of the settlement which cannot be undone.

12. **Timeliness.** The bankruptcy court entered its final judgment and order of dismissal on January 31, 2002. The deadline for a notice of appeal from the settlement order was Monday, February 11, 2002, pursuant to Rule 8002 of the Federal Rules of Bankruptcy Procedure. Appellant filed his notice of appeal on February 21, 2002.

13. **Conclusion.** For the reasons stated above, the motions to dismiss are granted; the January 31, 2002 Settlement Order entered by the bankruptcy court is affirmed and the appeal

dismissed.<sup>3</sup>

Sue L. Robinson  
United States District Judge

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<sup>3</sup>To convolute the procedural history of this dispute even further, the sole appellant to actually appear at the settlement hearing in order to formally object to the terms of the settlement was Ramon E. O'Neill. Mr. O'Neill appealed the Settlement Order to this court in C.A. No. 02-375-SLR. A series of "joinders" in that appeal were filed by numerous other individuals. On May 2, 2002, the bankruptcy judge entered an order which, in effect, directed Mr. O'Neill (and only Mr. O'Neill) to comply with the terms of the Settlement Order (the "Compliance Order"). Mr. O'Neill appealed the Compliance Order to this court in C.A. No. 02-479-SLR. Although various of the other appellants who joined with Mr. O'Neill in his appeal from the Settlement Order also appealed from the Compliance Order, they lack standing to do so because the Compliance Order was directed only to Mr. O'Neill. In any event, the Compliance Order appeal has been mooted by the resolution of the Settlement Order appeal.

# EXHIBIT

# M

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

In re:	)	
	)	Chapter 11
CONTINENTAL AIRLINES, INC.,	)	
<u>et al.</u> ,	)	Case Nos. 90-932 through
	)	90-984-MFW
Debtors.	)	
	)	Jointly Administered
<hr/>		
J. TRIGG ADAMS,	)	
	)	
Appellant,	)	
	)	
v.	)	C.A. No. 02-484-SLR
	)	
JAMES BALDRIDGE, WILLIAM	)	
MANN and LARRY DUNN,	)	
individually and as	)	
representatives of a class	)	
of persons similarly situated	)	
who are referred to as LPP	)	
CLAIMANTS,	)	
	)	
Appellees.	)	

MEMORANDUM ORDER

At Wilmington this 31<sup>st</sup> day of March, 2003, having reviewed appellees' motion to dismiss the above captioned appeal and the papers submitted in connection therewith;

IT IS ORDERED that said motion (D.I. 4) is granted, for the reasons that follow:

1. **Standard of Review.** This court has jurisdiction to hear an appeal from the bankruptcy court pursuant to 28 U.S.C. § 158(a). In undertaking a review of the issues on appeal, the court applies a clearly erroneous standard to the bankruptcy court's findings of fact and a plenary standard to that court's

legal conclusions. See Am. Flint Glass Workers Union v. Anchor Resolution Corp., 197 F.3d 76, 80 (3d Cir. 1999). With mixed questions of law and fact, the court must accept the bankruptcy court's "finding of historical or narrative facts unless clearly erroneous, but exercise[s] 'plenary review of the [bankruptcy] court's choice and interpretation of legal precepts and its application of those precepts to the historical facts.'" Mellon Bank, N.A. v. Metro Communications, Inc., 945 F.2d 635, 642 (3d Cir. 1991) (citing Universal Minerals, Inc. v. C.A. Hughes & Co., 669 F.2d 98, 101-02 (3d Cir. 1981)). The district court's appellate responsibilities are further informed by the directive of the United States Court of Appeals for the Third Circuit, which effectively reviews on a de novo basis bankruptcy court opinions. In re Hechinger, 298 F.3d 219, 224 (3d Cir. 2002); In re Telegroup, 281 F.3d 133, 136 (3d Cir. 2002).

2. **Background.** The underlying dispute has a long and convoluted procedural history. On February 23, 1986, Eastern Airline ("Eastern") and its pilots' union, the Air Lines Pilot Association ("ALPA"), ratified a collective bargaining agreement. On February 24, 1986, Texas Air Corporation, the parent of Continental Airlines, Inc. ("Continental"), acquired Eastern. ALPA asserted that the acquisition was a merger requiring integration of the Eastern and Continental pilots' seniority lists under Eastern's collective bargaining agreement. When

Eastern and Continental refused to bargain with ALPA on the issue, ALPA initiated arbitration.

3. In March 1989, Eastern filed for protection under chapter 11 of the Bankruptcy Code and asserted that the automatic stay precluded ALPA from proceeding with the arbitration. After protracted litigation, the Court of Appeals for the Second Circuit held that the automatic stay did not preclude arbitration. In re Ionosphere Clubs, Inc., 922 F.2d 984 (2d Cir. 1990). ALPA and Eastern thereafter proceeded with arbitration, during which ALPA sought prospective integration of the Eastern and Continental pilots' seniority lists and back pay until the integration was completed.

4. Continental filed for protection under chapter 11 of the Bankruptcy Code in December 1990. ALPA (and certain individual Eastern pilots) filed unliquidated proofs of claim in that proceeding. Continental filed objections and sought a declaration that the claims were general unsecured prepetition dischargeable claims compensable by an award of monetary damages. ALPA disagreed and asserted that the pilots were entitled to specific performance of the collective bargaining agreement, namely, seniority integration. In addition, ALPA asserted that only the arbitrator had jurisdiction to determine whether a merger had occurred as defined by the collective bargaining



agreement.<sup>1</sup>

5. The United States Court of Appeals for the Third Circuit ultimately held "that any claim based on an award of seniority integration arising out of the resolution of the [labor arbitration] dispute will be treated as a claim in bankruptcy giving rise to a right of payment. As such, the right to seniority integration is satisfiable by the payment of money damages." In re Continental Airlines, 125 F.3d 120, 136 (3d Cir. 1997). The Third Circuit prefaced its holding with the following language:

We take care to note the boundaries of our holding. It is not our purpose to suggest the award the arbitrator should grant, if an award is warranted upon disposition of the [labor arbitration] dispute. Our holding is limited to how the claims should be treated in bankruptcy.

Id. at 136. In other words, the Third Circuit, in its 1997 decision, determined the proper forum (arbitration) for resolution of the pilots' substantive rights (whether they have seniority integration rights), while maintaining the bankruptcy court's jurisdiction to determine the "manner in which the

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<sup>1</sup>On October 12, 1999, James Baldridge, William Mann and Larry Dunn, individually and as the representatives of a number of former Eastern pilots (referred to as the "LPP Claimants" since 1991), filed an adversary proceeding against Continental. By order dated February 3, 2000 and amended July 10, 2001, the bankruptcy court certified a non-opt out class that included appellant (the "Baldridge LPP Class"). Appellant did not object to entry of the class certification order nor did he seek an appeal from that order.

[claims] in bankruptcy would be treated if a right to seniority integration is established." Id. at 131, n. 8.<sup>2</sup>

6. By order dated October 12, 2000, the bankruptcy court granted summary judgment to Continental, finding that, if the Eastern pilots established their right to seniority integration in arbitration, each of the pilots' claims would be treated as a general unsecured prepetition claim and that the value of each such claim for payment purposes would be limited to one year's wages pursuant to Rule 502(b)(7). (Bk. Case No. 90-932, D.I. 46)

7. Although appellant did not file an individual appeal from that order, an appeal from this order was filed by the "Baldridge LPP Class Action" plaintiffs.

8. On or about November 26, 2001, a settlement notice was sent to each member of the "Baldridge LPP Class," including appellant. (D.I. 1, attachment at Ex. A) After a hearing, the bankruptcy court entered an order on January 31, 2002 (the "Settlement Order") approving a settlement (the "Settlement Agreement") between the Baldridge LPP Class (appellees herein)

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<sup>2</sup>Despite the Third Circuit's ruling, a group of dissatisfied Eastern pilots thereafter filed a lawsuit in the United States District Court for the District of New Jersey seeking enforcement of their collective bargaining rights outside the arbitration proceeding. That lawsuit was transferred to this court and thereafter dismissed. Eastern Pilots Merger Committee v. Continental Airlines, C.A. No. 99-795-SLR (D. Del. September 12, 2000), aff'd, 279 F.3d 226 (3d Cir. 2002), cert. denied, \_\_\_ U.S. \_\_\_, 123 S. Ct. 345 (2002).

and Continental, whereby:

a. The bankruptcy court dismissed "on the merits with prejudice. . . any and all claims, actions, requests for relief or causes of action alleged in the Baldrige class action complaint by plaintiffs and the members of the class as to all Defendants." (D.I. 1, attachment at Ex. A, ¶ 5)

b. The Class Representatives "shall be deemed to have released and forever discharged each and every Settled Claim which they, or any of them had, may have had, now have or have as of the Effective Date of the Settlement against the Released Parties." (Id. at ¶ 6)

c. Class Counsel, on behalf of the Class Representatives and the Class, "shall file a dismissal with the clerk of the United States District Court for the District of Delaware of the Baldrige LPP Class Action plaintiffs' pending appeal of the October 12, 2000 Order and Opinion of [the bankruptcy court]. (Id. at ¶ 7)

d. Class counsel, on behalf of the Class Representatives and the Class, "shall withdraw its Demand for LPP Arbitration filed with the National Mediation Board in March 1998." (Id. at ¶ 8)

e. "[T]he Class Representatives and all of the Members of the Class and anyone claiming through any of them will be forever barred and enjoined from commencing, instituting or

prosecuting any action or other proceeding in any court of law or equity, arbitration tribunal or administrative or other forum directly, representatively or derivatively against any of the Released Parties as to any of the Settled Claims." (Id. at ¶ 9)

f. As the court understands the terms of the settlement, the Class members should receive under the settlement "a claim value two to three and one-half times one year's wages. . . ." (D.I. 29 at ¶ 3)

9. **Analysis of the merits.** In his appeal, appellant essentially argues that the Baldrige LPP Class does not have the authority to enter into an agreement with Continental "that overrides the September 29, 1997, Third Circuit Court of Appeals decision." (D.I. 25, ¶ 15) Appellant characterizes the September 29, 1997 decision as holding "that the rights of individual pilots to pursue their claims for seniority integration would be an issue folding within to the exclusive jurisdiction of an arbitrator selected in accordance of Section 13(a) of the Labor Protective Provisions." (D.I. 25, ¶ 13)

10. Appellant's reading of the Third Circuit's decision is legally incorrect, as is abundantly clear from the procedural history recited above. The Third Circuit limited the scope of the arbitrable question to be whether the Eastern pilots have established seniority integration rights. The Third Circuit further determined that if those rights were established, they

would be satisfiable by the payment of money damages. The bankruptcy court limited the amount of money damages to one year's wages. The Settlement Agreement at issue increased the maximum claim award by two- or three- fold. Appellant did not individually appeal from the class certification order or from the summary judgment order of the bankruptcy court. The Settlement Agreement moots the arbitration proceeding by recognizing the Eastern pilots' claims to seniority integration and gives to members of the Baldridge LPP Class more value than that provided for in the bankruptcy court's summary judgment decision.

11. **Mootness.** Not only is appellant's position untenable, but the appeal is moot, given the withdrawal of the pending appeals and the distribution of consideration to class members, acts in furtherance of the settlement which cannot be undone.

12. **Conclusion.** For the reasons stated above, the motion to dismiss is granted; the January 31, 2002 Settlement Order of

the bankruptcy court is affirmed and the appeal dismissed.<sup>3</sup>

Sue L. Robinson  
United States District Judge

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<sup>3</sup>To convolute the procedural history of this dispute even further, the sole appellant to actually appear at the settlement hearing in order to formally object to the terms of the settlement was Ramon E. O'Neill. Mr. O'Neill appealed the Settlement Order to this court in C.A. No. 02-375-SLR. A series of "joinders" in that appeal were filed by numerous other individuals. On May 2, 2002, the bankruptcy judge entered an order which, in effect, directed Mr. O'Neill (and only Mr. O'Neill) to comply with the terms of the Settlement Order (the "Compliance Order"). Mr. O'Neill appealed the Compliance Order to this court in C.A. No. 02-479-SLR. Although various of the other appellants who joined with Mr. O'Neill in his appeal from the Settlement Order also appealed from the Compliance Order, they lack standing to do so because the Compliance Order was directed only to Mr. O'Neill. In any event, the Compliance Order appeal has been mooted by the resolution of the Settlement Order appeal.

# EXHIBIT

# N



**UNREPORTED- NOT PRECEDENTIAL**

**UNITED STATES COURT OF APPEALS  
FOR THE THIRD CIRCUIT**

**NO. 03-2376**

**IN RE: CONTINENTAL AIRLINES INC. ET AL,**

**Debtor**

**J. TRIGG ADAMS**

**v.**

**JAMES BALDRIDGE; WILLIAM MANN; LARRY DUNN, individually  
and as representatives of a class of persons similarly  
situated who are referred to as LLP CLAIMANTS**

**UNITED STATES TRUSTEE**

**J. Trigg Adams,  
Appellant**

**On Appeal From the United States District Court  
For the District of Delaware  
(D.C. Civ. No. 02-CV-00484)  
District Judge: Honorable Sue L. Robinson**

**Submitted Under Third Circuit LAR 34.1(a)**

**March 5, 2004**

Before: Sloviter, Nygaard, and Chertoff, Circuit Judges.

(Filed March 17, 2004 )

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OPINION

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PER CURIAM

J. Trigg Adams, a pilot formerly employed by Eastern Airlines, Inc., appeals from an order of the United States District Court for the District of Delaware, affirming the final judgment and order of dismissal of an adversary proceeding in the Continental Airlines, Inc. bankruptcy. We will affirm.

As we write for the parties, we need not set forth the complete procedural and factual history of the case. The history is set forth in detail in In re Continental Airlines, 125 F.3d 120, 124-28 (3d Cir. 1997) ("Continental I"). In that case, we held that the question of whether there had been a "merger" between Continental and Eastern under the terms of the collective bargaining agreement, and thus whether LPP Claimants<sup>1</sup> had standing to maintain an individual claim for seniority integration was a matter for arbitration, and that the District Court properly vacated an injunction against arbitration. Continental I, 125 F.3d at 130, 137-38. We also held that "any claim based on an award

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<sup>1</sup> "LPP Claimants" refers to a group of former Eastern pilots [including Adams] whose claims in this appeal are based on certain 'labor protective provisions' (LPPs) contained in the collective bargaining agreement." Continental I, 125 F.3d at 124 n.1.

of seniority integration arising out of the resolution of the LPP dispute will be treated as a claim in bankruptcy giving rise to a right of payment." *Id.* at 136.

Following Continental I, Continental took the position that any seniority integration right acknowledged in arbitration would be subject to the limitations of Bankruptcy Code Section 502(b)(7), 11 U.S.C. § 502(b)(7), and would thus be limited to one year's back pay based on Continental's pay structure as of January 1991. An attorney for the LPP claimants agreed to bring a declaratory judgment action in the Bankruptcy Court to determine whether § 502(b)(7) applied, and requested class certification for the action. On February 3, 2000, the Bankruptcy Court certified the class under Fed. R. Civ. P. Rule 23(b)(2), and it later determined that § 502(b)(7) applied. Based on that finding, the LPP claimants agreed to settle with Continental, with each class member to receive a prepetition general unsecured claim in the amount of \$110,000.<sup>2</sup> Continental represented that this amount would be substantially more than the claimants would receive under § 502(b)(7)'s one-year cap.

In November of 2001, Adams filed an objection to a proposed amendment of the order granting class certification, and an objection to the plaintiffs' motion for preliminary approval of the proposed settlement. On January 31, 2002, the Bankruptcy Court held a hearing on the petition to approve the settlement. The Bankruptcy Court

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<sup>2</sup> Although the Class initially appealed the declaratory judgment decision, following settlement, a stipulation for dismissal of the appeal was filed on February 19, 2002 and approved by the District Court on February 20, 2002.

approved the settlement, finding it to be "in all respects, fair, reasonable and adequate to the Class." Appellees' App. at 223. Without seeking a stay of the implementation of the settlement order, Adams appealed to the District Court.

After motions and briefs were filed in the District Court, the Court entered an order dated March 31, 2003, which affirmed the Bankruptcy Court's settlement order, found the Settlement Order appeal moot, and granted the appellees' motions to dismiss. This timely appeal followed.<sup>3</sup>

Adams' appeal is based on his contention that Continental perpetrated a fraud on the court by failing to disclose the "Ross arbitration," whereby former People Express pilots, some of whom were on Eastern's pilot seniority list, were integrated into Continental's work force, while all other Eastern pilots were precluded from a specific performance award. Adams argues that due to this new evidence, Continental I should be overturned. Adams also argues that his right to arbitration was not extinguished by the settlement. In the course of these arguments, Adams argues that he was not properly represented by class counsel.

Continental argues (and the class representative appellees make similar arguments) that Adams cannot argue that there is any basis for relief on appeal because he failed to appeal the Bankruptcy Court's order granting class certification, and he failed to appeal

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<sup>3</sup> One day before Adams filed his Notice of Appeal, the District Court denied his request for rehearing en banc. Although Adams' Notice of Appeal does not mention this order, he does state his intent to appeal the order in his informal brief. We hold that the District Court did not abuse its discretion in denying the motion for rehearing.

the Bankruptcy Court's order finding that any claim would be capped by Bankruptcy Code § 502(b)(7). The appellees also agree that Adams' appeal is moot.

We turn first to the issue of mootness, because, if a case is constitutionally moot, we lack power to hear it. United Artists Theatre Co. v. Walton, 315 F.3d 217, 226 (3d Cir. 2003). A case is constitutionally moot only if the court cannot fashion any form of meaningful relief. In re Continental Airlines, Inc., 91 F.3d 553, 558 (3d Cir. 1996) (en banc), cert. denied, 519 U.S. 1057 (1997). We do not find the case to be constitutionally moot. If we were to find that the settlement in this case was unfair to the class, we cannot say that there would be no possible relief for the Appellant.

The District Court's holding that Adams' appeal was moot may refer to equitable mootness, a doctrine which "prevents a court from unscrambling complex bankruptcy reorganizations when the appealing party should have acted before the plan became extremely difficult to retract." Nordhoff Investments, Inc. v. Zenith Electronics Corp., 258 F.3d 180, 185 (3d Cir. 2001).<sup>4</sup> The equitable mootness inquiry "is a more limited

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<sup>4</sup> To determine whether an appeal is equitably moot, the court examines five factors:

- (1) whether the reorganization plan has been substantially consummated,
- (2) whether a stay has been obtained,
- (3) whether the relief requested would affect the rights of the parties not before the court,
- (4) whether the relief requested would affect the success of the plan, and
- (5) the public policy of affording finality to bankruptcy judgments.

In re: Continental Airlines, Inc., 91 F.3d at 560.

inquiry into whether, though we have the power to hear a case, the equities weigh against upsetting a bankruptcy plan that has already been confirmed." United Artists, 315 F.3d at 226. Particularly significant here is the fact that Adams did not obtain a stay of the settlement confirmation. See In re Chateaugay Corp., 988 F.2d 322, 325 (2d Cir.1993) (party who appeals without protection of stay does so at his own risk). However, we decline to engage in a complete analysis of whether the appeal is equitably moot. Rather, we will, like the District Court, affirm the Settlement Order on the merits.

We review a district court's decision to approve a proposed settlement of a class action for an abuse of discretion. Girsh v. Jenson, 521 F.2d 153, 156 (3d Cir. 1975). We likewise review a court's grant of class certification under an abuse of discretion standard. Newton v. Merrill Lynch, Pierce, Fenner & Smith, 259 F.3d 154, 165-66 (3d Cir. 2001). Appellees argue that Adams cannot challenge the class certification, as he did not file an appeal of the order certifying the class. However, we hold that to the extent Adams objected to the class certification in the bankruptcy court, he preserved his right to object to the certification on appeal. In re Integra Realty Resources, Inc., 354 F.3d 1246, 1261-62 (10<sup>th</sup> Cir. 2004).

Adams' objection to the class certification was based on his contention that the class was underinclusive. However, the settlement, as approved by the Bankruptcy Court on January 31, 2002, included a clause which allowed other class members who met the definitions to file a claim by April 3, 2002. Thus, his only objections to the class

certification were remedied by the Bankruptcy Court.

Adams' main argument on appeal is that this Court should overturn Continental I and the settlement agreement because Continental failed to disclose the Ross arbitration in its bankruptcy.<sup>5</sup> The Bankruptcy Court noted that the Ross arbitration decision dealt with former Peoples Express pilots; and, while they may have been Eastern pilots at some point, the award was based on the Peoples Express merger. Appellees' App. at 177.

Adams has not represented that he was a former Peoples Express pilot. Thus, he is not entitled to the same treatment as those pilots.

Adams argues that the settlement is not fair, because it ignores his right to arbitration. Given our previous holding that any claim based on an award of seniority integration would be satisfied by a monetary claim in bankruptcy, the Bankruptcy Court's holding that any such claim would be limited to one-year's salary pursuant to § 502(b)(7),<sup>6</sup> and the fact that the settlement provided two to three and one-half times the one-year cap for every class member, we hold that the Bankruptcy Court did not abuse its discretion in finding that the settlement was fair.

Finally, Adams argues that his right to arbitration survives the settlement. We

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<sup>5</sup> Continental declined to discuss this issue in its brief "because matters relating to the so-called 'Ross Arbitration' are not contained in the record on appeal . . ." Brief at 14. We note that the Ross arbitration was discussed at length in the settlement fairness hearing, and thus find that it is the proper subject of appeal.

<sup>6</sup> As Appellees note, we cannot reach the merits of whether the Bankruptcy Court correctly found that § 502(b)(7) applied, as no party preserved a timely appeal to that final decision.



disagree. If Adams were to return to arbitration, the arbitrator might recognize his right to seniority integration under the LPPs. However, any amount awarded by the arbitrator would be subject to § 502(b)(7)'s cap, and would be less than he can recover under the settlement. Any relief awarded by the arbitrator would be meaningless; thus, Adams' right to arbitration has been mooted by the settlement.

For the foregoing reasons, we will affirm.

# EXHIBIT

# O

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

In re:	)	
	)	Chapter 11
CONTINENTAL AIRLINES, INC.,	)	
<u>et al.</u> ,	)	Case Nos. 90-932 through
	)	90-984-MFW
Debtors.	)	
_____	)	Jointly Administered
RAMON E. O'NEILL,	)	
	)	
Appellant,	)	
	)	
v.	)	C.A. No. 02-375-SLR
	)	C.A. No. 02-479-SLR
JAMES BALDRIDGE, WILLIAM	)	
MANN and LARRY DUNN,	)	
individually and as	)	
representatives of a class	)	
of persons similarly situated	)	
who are referred to as LPP	)	
CLAIMANTS,	)	
	)	
Appellees.	)	

**MEMORANDUM ORDER**

At Wilmington this 31<sup>st</sup> day of March, 2003, having reviewed appellees' motions to dismiss the above captioned appeals and the papers submitted in connection therewith;

IT IS ORDERED that said motions (02-375/D.I. 27; 02-479/D.I. 6) are granted, for the reasons that follow:

1. **Standard of Review.** This court has jurisdiction to hear an appeal from the bankruptcy court pursuant to 28 U.S.C. § 158(a). In undertaking a review of the issues on appeal, the court applies a clearly erroneous standard to the bankruptcy court's findings of fact and a plenary standard to that court's

legal conclusions. See Am. Flint Glass Workers Union v. Anchor Resolution Corp., 197 F.3d 76, 80 (3d Cir. 1999). With mixed questions of law and fact, the court must accept the bankruptcy court's "finding of historical or narrative facts unless clearly erroneous, but exercise[s] 'plenary review of the [bankruptcy] court's choice and interpretation of legal precepts and its application of those precepts to the historical facts.'" Mellon Bank, N.A. v. Metro Communications, Inc., 945 F.2d 635, 642 (3d Cir. 1991) (citing Universal Minerals, Inc. v. C.A. Hughes & Co., 669 F.2d 98, 101-02 (3d Cir. 1981)). The district court's appellate responsibilities are further informed by the directive of the United States Court of Appeals for the Third Circuit, which effectively reviews on a de novo basis bankruptcy court opinions. In re Hechinger, 298 F.3d 219, 224 (3d Cir. 2002); In re Telegroup, 281 F.3d 133, 136 (3d Cir. 2002).

2. **Background.** The underlying dispute has a long and convoluted procedural history. On February 23, 1986, Eastern Airline ("Eastern") and its pilots' union, the Air Lines Pilot Association ("ALPA"), ratified a collective bargaining agreement. On February 24, 1986, Texas Air Corporation, the parent of Continental Airlines, Inc. ("Continental"), acquired Eastern. ALPA asserted that the acquisition was a merger requiring integration of the Eastern and Continental pilots' seniority lists under Eastern's collective bargaining agreement. When

Eastern and Continental refused to bargain with ALPA on the issue, ALPA initiated arbitration.

3. In March 1989, Eastern filed for protection under chapter 11 of the Bankruptcy Code and asserted that the automatic stay precluded ALPA from proceeding with the arbitration. After protracted litigation, the Court of Appeals for the Second Circuit held that the automatic stay did not preclude arbitration. In re Ionosphere Clubs, Inc., 922 F.2d 984 (2d Cir. 1990). ALPA and Eastern thereafter proceeded with arbitration, during which ALPA sought prospective integration of the Eastern and Continental pilots' seniority lists and back pay until the integration was completed.

4. Continental filed for protection under chapter 11 of the Bankruptcy Code in December 1990. ALPA (and certain individual Eastern pilots) filed unliquidated proofs of claim in that proceeding. Continental filed objections and sought a declaration that the claims were general unsecured prepetition dischargeable claims compensable by an award of monetary damages. ALPA disagreed and asserted that the pilots were entitled to specific performance of the collective bargaining agreement, namely, seniority integration. In addition, ALPA asserted that only the arbitrator had jurisdiction to determine whether a merger had occurred as defined by the collective bargaining

agreement.<sup>1</sup>

5. The United States Court of Appeals for the Third Circuit ultimately held "that any claim based on an award of seniority integration arising out of the resolution of the [labor arbitration] dispute will be treated as a claim in bankruptcy giving rise to a right of payment. As such, the right to seniority integration is satisfiable by the payment of money damages." In re Continental Airlines, 125 F.3d 120, 136 (3d Cir. 1997). The Third Circuit prefaced its holding with the following language:

We take care to note the boundaries of our holding. It is not our purpose to suggest the award the arbitrator should grant, if an award is warranted upon disposition of the [labor arbitration] dispute. Our holding is limited to how the claims should be treated in bankruptcy.

Id. at 136. In other words, the Third Circuit, in its 1997 decision, determined the proper forum (arbitration) for resolution of the pilots' substantive rights (whether they have seniority integration rights), while maintaining the bankruptcy court's jurisdiction to determine the "manner in which the

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<sup>1</sup>On October 12, 1999, James Baldridge, William Mann and Larry Dunn, individually and as the representatives of a number of former Eastern pilots (referred to as the "LPP Claimants" since 1991), filed an adversary proceeding against Continental. By order dated February 3, 2000 and amended July 10, 2001, the bankruptcy court certified a non-opt out class that included appellant (the "Baldridge LPP Class"). Appellant did not object to entry of the class certification order nor did he seek an appeal from that order.

[claims] in bankruptcy would be treated if a right to seniority integration is established." Id. at 131, n. 8.<sup>2</sup>

6. By order dated October 12, 2000, the bankruptcy court granted summary judgment to Continental, finding that, if the Eastern pilots established their right to seniority integration in arbitration, each of the pilots' claims would be treated as a general unsecured prepetition claim and that the value of each such claim for payment purposes would be limited to one year's wages pursuant to Rule 502(b)(7). (Bk. Case No. 90-932, D.I. 46)

7. Although appellant did not file an individual appeal from that order, an appeal from this order was filed by the "Baldridge LPP Class Action" plaintiffs.

8. On or about November 26, 2001, a settlement notice was sent to each member of the "Baldridge LPP Class," including appellant. (D.I. 1, attachment at Ex. A) After a hearing, the bankruptcy court entered an order on January 31, 2002 (the "Settlement Order") approving a settlement (the "Settlement Agreement") between the Baldridge LPP Class (appellees herein)

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<sup>2</sup>Despite the Third Circuit's ruling, a group of dissatisfied Eastern pilots thereafter filed a lawsuit in the United States District Court for the District of New Jersey seeking enforcement of their collective bargaining rights outside the arbitration proceeding. That lawsuit was transferred to this court and thereafter dismissed. Eastern Pilots Merger Committee v. Continental Airlines, C.A. No. 99-795-SLR (D. Del. September 12, 2000), aff'd, 279 F.3d 226 (3d Cir. 2002), cert. denied, \_\_\_ U.S. \_\_\_, 123 S. Ct. 345 (2002).



and Continental, whereby:

a. The bankruptcy court dismissed "on the merits with prejudice. . . any and all claims, actions, requests for relief or causes of action alleged in the Baldrige class action complaint by plaintiffs and the members of the class as to all Defendants." (D.I. 1, attachment at Ex. A, ¶ 5)

b. The Class Representatives "shall be deemed to have released and forever discharged each and every Settled Claim which they, or any of them had, may have had, now have or have as of the Effective Date of the Settlement against the Released Parties." (Id. at ¶ 6)

c. Class Counsel, on behalf of the Class Representatives and the Class, "shall file a dismissal with the clerk of the United States District Court for the District of Delaware of the Baldrige LPP Class Action plaintiffs' pending appeal of the October 12, 2000 Order and Opinion of [the bankruptcy court]. (Id. at ¶ 7)"

d. Class counsel, on behalf of the Class Representatives and the Class, "shall withdraw its Demand for LPP Arbitration filed with the National Mediation Board in March 1998." (Id. at ¶ 8)

e. "[T]he Class Representatives and all of the Members of the Class and anyone claiming through any of them will be forever barred and enjoined from commencing, instituting or

prosecuting any action or other proceeding in any court of law or equity, arbitration tribunal or administrative or other forum directly, representatively or derivatively against any of the Released Parties as to any of the Settled Claims." (Id. at ¶ 9)

f. As the court understands the terms of the settlement, the Class members should receive under the settlement "a claim value two to three and one-half times one year's wages. . . ." (D.I. 29 at ¶ 3)

9. **Analysis of the merits.** In his appeal, appellant essentially argues that the Baldridge LPP Class does not have the authority to enter into an agreement with Continental "that overrides the September 29, 1997, Third Circuit Court of Appeals decision." (D.I. 25, ¶ 15) Appellant characterizes the September 29, 1997 decision as holding "that the rights of individual pilots to pursue their claims for seniority integration would be an issue folding within to the exclusive jurisdiction of an arbitrator selected in accordance of Section 13(a) of the Labor Protective Provisions." (D.I. 25, ¶ 13)

10. Appellant's reading of the Third Circuit's decision is legally incorrect, as is abundantly clear from the procedural history recited above. The Third Circuit limited the scope of the arbitrable question to be whether the Eastern pilots have established seniority integration rights. The Third Circuit further determined that if those rights were established, they

would be satisfiable by the payment of money damages. The bankruptcy court limited the amount of money damages to one year's wages. The Settlement Agreement at issue increased the maximum claim award by two- or three- fold. Appellant did not individually appeal from the class certification order or from the summary judgment order of the bankruptcy court. The Settlement Agreement moots the arbitration proceeding by recognizing the Eastern pilots' claims to seniority integration and gives to members of the Baldridge LPP Class more value than that provided for in the bankruptcy court's summary judgment decision.

11. **Mootness.** Not only is appellant's position untenable, but the appeal is moot, given the withdrawal of the pending appeals and the distribution of consideration to class members, acts in furtherance of the settlement which cannot be undone.

12. **Conclusion.** For the reasons stated above, the motions to dismiss are granted; the January 31, 2002 Settlement Order

entered by the bankruptcy court is affirmed and the appeal dismissed.<sup>3</sup>

Sue L. Robinson  
United States District Judge

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<sup>3</sup>To convolute the procedural history of this dispute even further, the sole appellant to actually appear at the settlement hearing in order to formally object to the terms of the settlement was Ramon E. O'Neill. Mr. O'Neill appealed the Settlement Order to this court in C.A. No. 02-375-SLR. A series of "joinders" in that appeal were filed by numerous other individuals. On May 2, 2002, the bankruptcy judge entered an order which, in effect, directed Mr. O'Neill (and only Mr. O'Neill) to comply with the terms of the Settlement Order (the "Compliance Order"). Mr. O'Neill appealed the Compliance Order to this court in C.A. No. 02-479-SLR. Although various of the other appellants who joined with Mr. O'Neill in his appeal from the Settlement Order also appealed from the Compliance Order, they lack standing to do so because the Compliance Order was directed only to Mr. O'Neill. In any event, the Compliance Order appeal has been mooted by the resolution of the Settlement Order appeal.

# EXHIBIT

# P

**FILED**  
**UNREPORTED- NOT PRECEDENTIAL**

UNITED STATES COURT OF APPEALS  
FOR THE THIRD CIRCUIT

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CLERK  
U.S. DISTRICT COURT  
DISTRICT OF DELAWARE

NO. 03-2374 and 03-2375

IN RE: CONTINENTAL AIRLINES INC., ET AL,

Debtor

RAMON E. O'NEILL

v.

JAMES BALDRIDGE; WILLIAM MANN; LARRY DUNN, individually  
and as representatives of a class of persons similarly  
situated who are referred to as LLP CLAIMANTS

UNITED STATES TRUSTEE

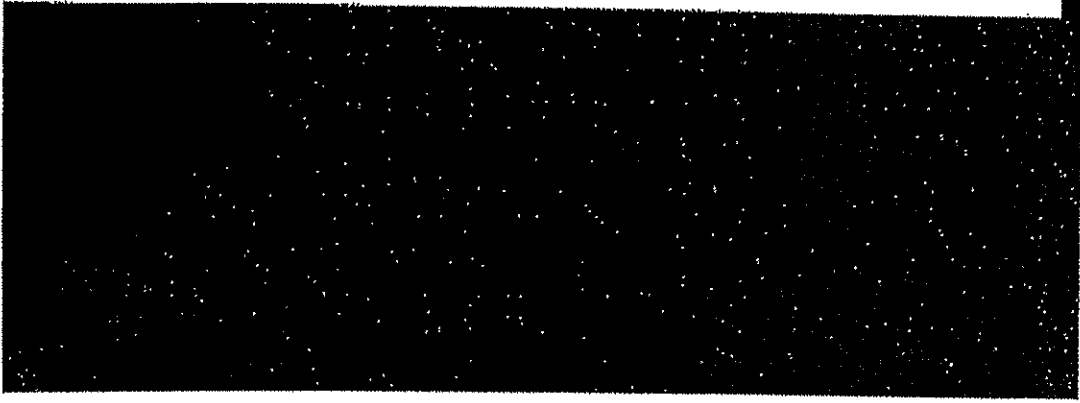
Ramon E. O'Neill,

Appellant

On Appeal From the United States District Court  
For the District of Delaware  
(D.C. Civ. Nos. 02-CV-00375 and 02-CV-00479)  
District Judge: Honorable Sue L. Robinson

Submitted Under Third Circuit LAR 34.1(a)

March 5, 2004



Before: Sloviter, Nygaard, and Chertoff, Circuit Judges.

(Filed March 9, 2004)

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OPINION

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PER CURIAM

Ramon O'Neill, a pilot formerly employed by Eastern Airlines, Inc., appeals from an order of the United States District Court for the District of Delaware, affirming the final judgment and order of dismissal of an adversary proceeding in the Continental Airlines, Inc. bankruptcy. We will affirm.

As we write for the parties, we need not set forth the complete procedural and factual history of the case. The history is set forth in detail in In re Continental Airlines, 125 F.3d 120, 124-28 (3d Cir. 1997) ("Continental I"). In that case, we held that the question of whether there had been a "merger" between Continental and Eastern under the terms of the collective bargaining agreement, and thus whether LPP Claimants<sup>1</sup> had standing to maintain an individual claim for seniority integration was a matter for arbitration, and that the District Court properly vacated an injunction against arbitration.

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<sup>1</sup> "LPP Claimants" refers to a group of former Eastern pilots [including O'Neill] whose claims in this appeal are based on certain 'labor protective provisions' (LPPs) contained in the collective bargaining agreement." Continental I, 125 F.3d at 124 n.1.



Continental I, 125 F.3d at 130, 137-38. We also held that "any claim based on an award of seniority integration arising out of the resolution of the LPP dispute will be treated as a claim in bankruptcy giving rise to a right of payment." *Id.* at 136.

Following Continental I, Continental took the position that any seniority integration right acknowledged in arbitration would be subject to the limitations of Bankruptcy Code Section 502(b)(7), 11 U.S.C. § 502(b)(7), and would thus be limited to one year's back pay based on Continental's pay structure as of January 1991. An attorney for the LPP claimants agreed to bring a declaratory judgment action in the Bankruptcy Court to determine whether § 502(b)(7) applied, and requested class certification for the action. The Bankruptcy Court certified the class under Fed. R. Civ. P. Rule 23(b)(2), and later determined that § 502(b)(7) applied. Based on that finding, the LPP claimants agreed to settle with Continental, with each class member to receive a prepetition general unsecured claim in the amount of \$110,000.<sup>2</sup> Continental represented that this amount would be substantially more than the claimants would receive under § 502(b)(7)'s one-year cap.

On January 31, 2002, the Bankruptcy Court held a hearing on a petition to approve the settlement. O'Neill was the sole class member to appear at the hearing to object to the settlement terms. The Bankruptcy Court approved the settlement, finding it to be "in all

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<sup>2</sup> Although the Class initially appealed the declaratory judgment decision, following settlement, a stipulation for dismissal of the appeal was filed on February 19, 2002 and approved by the District Court on February 20, 2002.

respects, fair, reasonable and adequate to the Class," Appellees' App. at 223. Without seeking a stay of the implementation of the settlement order, O'Neill appealed to the District Court. The appeal was docketed in the District Court at 02-CV-00375 ("the Settlement Order appeal"). On March 6, 2002, Continental filed a motion to compel O'Neill to comply with the settlement order. The Bankruptcy Court entered an order granting the motion on May 2, 2002. O'Neill's appeal from that order was docketed in the District Court at 02-CV-00479 (the "Compliance Order appeal").

After motions and briefs were filed in the District Court, the Court entered an order on April 1, 2003, captioned with both district court docket numbers, which affirmed the Bankruptcy Court's settlement order, found the Settlement Order appeal moot, and granted the appellees' motions to dismiss. The Court also held that the Compliance Order appeal was mooted by the resolution of the Settlement Order appeal. This timely appeal followed.<sup>3</sup>

O'Neill's appeal appears to raise three main points. First, he argues that Continental perpetrated a fraud on the court by failing to disclose the "Ross arbitration," whereby former People Express pilots, some of whom were on Eastern's pilot seniority list, were integrated into Continental's work force, while all other Eastern pilots were precluded from a specific performance award. O'Neill appears to argue that due to this

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<sup>3</sup> On the same day that O'Neill filed his Notice of Appeal, the District Court denied his request for rehearing en banc. Although O'Neill's Notice of Appeal does not mention this order, to the extent that he intended to appeal that order, we hold that the District Court did not abuse its discretion in denying the motion for rehearing.

new evidence, Continental I should be overturned. Second, O'Neill argues that the settlement was not fair, as the \$110,000 does not cover his last year's compensation. Third, O'Neill argues that his right to arbitration was not extinguished by the settlement. In the course of these arguments, O'Neill seems to argue that he was not properly represented by class counsel.

Continental argues (and the class representative appellees make similar arguments) that O'Neill cannot argue that there is any basis for relief on appeal because he failed to appeal the Bankruptcy Court's order granting class certification, and he failed to appeal the Bankruptcy Court's order finding that any claim would be capped by Bankruptcy Code § 502(b)(7). The appellees also agree that O'Neill's appeal is moot.

We turn first to the issue of mootness, because, if a case is constitutionally moot, we lack power to hear it. United Artists Theatre Co. v. Walton, 315 F.3d 217, 226 (3d Cir. 2003). A case is constitutionally moot only if the court cannot fashion any form of meaningful relief. In re Continental Airlines, Inc., 91 F.3d 553, 558 (3d Cir. 1996) (en banc), cert. denied, 519 U.S. 1057 (1997). We do not find the case to be constitutionally moot. If we were to find that the settlement in this case was unfair to the class, we cannot say that there would be no possible relief for the Appellant.

The District Court's holding that O'Neill's appeal was moot may refer to equitable mootness; a doctrine which "prevents a court from unscrambling complex bankruptcy reorganizations when the appealing party should have acted before the plan became

extremely difficult to retract." Nordhoff Investments, Inc. v. Zenith Electronics Corp., 258 F.3d 180, 185 (3d Cir. 2001).<sup>4</sup> The equitable mootness inquiry "is a more limited inquiry into whether, though we have the power to hear a case, the equities weigh against upsetting a bankruptcy plan that has already been confirmed." United Artists, 315 F.3d at 226. Particularly significant here is the fact that O'Neill did not obtain a stay of the settlement confirmation. See In re Chateaugay Corp., 988 F.2d 322, 325 (2d Cir. 1993) (party who appeals without protection of stay does so at his own risk). However, we decline to engage in a complete analysis of whether the appeal is equitably moot. Rather, we will, like the District Court, affirm the Settlement Order on the merits.

We review a district court's decision to approve a proposed settlement of a class action for an abuse of discretion. Girsh v. Jenson, 521 F.2d 153, 156 (3d Cir. 1975). We likewise review a court's grant of class certification under an abuse of discretion standard. Newton v. Merrill Lynch, Pierce, Fenner & Smith, 259 F.3d 154, 165-66 (3d Cir. 2001). Appellees argue that O'Neill cannot challenge the class certification, as he

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<sup>4</sup> To determine whether an appeal is equitably moot, the court examines five factors:

- (1) whether the reorganization plan has been substantially consummated,
- (2) whether a stay has been obtained,
- (3) whether the relief requested would affect the rights of the parties not before the court,
- (4) whether the relief requested would affect the success of the plan, and
- (5) the public policy of affording finality to bankruptcy judgments.

In re: Continental Airlines, Inc., 91 F.3d at 560.

did not file an appeal of the order certifying the class. However, we hold that to the extent he objected to the class certification at the settlement hearing, he preserved his right to object to the certification on appeal. *In re Integra Realty Resources, Inc.*, 354 F.3d 1246, 1261-62 (10<sup>th</sup> Cir. 2004).

O'Neill did object to the class certification at the hearing, but he only objected to the extent that he felt the class was underinclusive, as it failed to include certain pilots, including those pilots who were parties to the Ross arbitration. This is related to O'Neill's first major point: that this Court should overturn Continental I and the settlement agreement because Continental failed to disclose the Ross arbitration in its bankruptcy.<sup>5</sup> The Bankruptcy Court noted that the Ross arbitration decision dealt with former Peoples Express pilots; and, while they may have been Eastern pilots at some point, the arbitration award was based on the Peoples Express merger. Appellees' App. at 177. O'Neill appears to argue that the former Peoples Express pilots should be members of the present class; and that if they were, he would be entitled to a specific performance award so that all class members would be treated equally. O'Neill has not represented that he was a former Peoples Express pilot. Thus, he is not entitled to the same treatment as those pilots. Further, his argument fails as this Court has already limited class members' relief to money damages. Continental I, 125 F.3d at 136.

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<sup>5</sup> Continental declined to discuss this issue in its brief "because matters relating to the so-called 'Ross Arbitration' are not contained in the record on appeal . . . ." Brief at 14. We note that the Ross arbitration was discussed at length in the settlement fairness hearing, and thus find that it is the proper subject of appeal.

To the extent that O'Neill argued that other pilots were missing from the class list, the settlement, as approved by the Bankruptcy Court on January 31, 2002, included a clause which allowed other class members who met the definitions to file a claim by April 3, 2002. Thus, this objection to the class certification was remedied by the Bankruptcy Court.

O'Neill's second argument is that the settlement is not fair. Given our previous holding that any claim based on an award of seniority integration would be satisfied by a monetary claim in bankruptcy, the Bankruptcy Court's holding that any such claim would be limited to one-year's salary pursuant to § 502(b)(7),<sup>6</sup> and the fact that the settlement provided two to three and one-half times the one-year cap for every class member, we hold that the Bankruptcy Court did not abuse its discretion in finding that the settlement was fair. O'Neill argues on appeal that the \$110,000 settlement amount does not cover his last year's compensation. O'Neill argument appears to be based on his salary at Eastern, rather than what his salary would have been at Continental. As class counsel pointed out at the fairness hearing, even if an arbitrator found that O'Neill's seniority had been preserved through the LPPs, his position would have been subject to Continental's pay structure. Appellees' App. at 185. O'Neill conceded in the fairness hearing that the maximum Continental salary was \$64,000. Appellees' App. at 187. Thus, the \$110,000

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<sup>6</sup> As Appellees note, we cannot reach the merits of whether the Bankruptcy Court correctly found that § 502(b)(7) applied, as no party preserved a timely appeal to that final decision.

exceeds any amount he could have recovered in arbitration, as the amount would be subject to the cap of § 502(b)(7).

Finally, O'Neill argues that his right to arbitration survives the settlement. We disagree. If O'Neill were to return to arbitration, the arbitrator might recognize his right to seniority integration under the LPPs. However, any amount awarded by the arbitrator would be subject to § 502(b)(7)'s cap and would be less than he can recover under the settlement. Any relief awarded by the arbitrator would be meaningless; thus, O'Neill's right to arbitration has been mooted by the settlement.

For the foregoing reasons, we will affirm.



# EXHIBIT

# Q

UNITED STATES COURT OF APPEALS  
FOR THE THIRD CIRCUIT

Case No. 03-2374  
Case No. 03-2375

RECEIVED JUN 04 2003

IN RE: CONTINENTAL AIRLINES INC., ET AL,

Debtor

RAMON E. O'NEILL

Appellant

V.

JAMES BALDRIDGE; WILLIAM MANN;  
LARRY DUNN; individually and as representative of a  
Class of persons similarly situated who are referred to as  
LPP CLAIMANTS

Appellees.

} Chapter 11

} Bankruptcy Case No. 90-932  
| through 90-984 WFW

} Jointly Administered

} C.A. No. 02-375 SLR  
} C.A. No. 02-479 SLR

MOTION OF PRODUCTION OF DOCUMENTS FROM  
CONTINENTAL AIRLINES

Background

1. Continental has been accused of fraudulent conduct during the period of February 24, 1986 to present.
2. Continental has avoided compliance with 45 U. S. C. The Railway Labor Act ("RLA") and the unrejected Eastern Pilots Collective Bargaining Agreement

("CBA") utilizing the Bankruptcy Court proceedings and now this Settlement Agreement in dispute.

3. On numerous occasions during the Continental bankruptcy proceedings the Bankruptcy Court was made aware of the fraudulent conduct of the debtor. The Bankruptcy Court has totally ignored the issue.
4. During the Fairness Hearing for this disputed Settlement Agreement held on January 31, 2002, irrefutable evidence of Continental fraudulent behavior was introduced in the Bankruptcy Court proceedings. The evidence consist of an arbitration conducted during the time period of the current Continental bankruptcy proceedings. This arbitration is known as the Ross arbitration. This arbitration was concluded on August 13, 1991, nine months after Continental's bankruptcy filing of December 3, 1990.
5. The Ross arbitration merged Eastern Air Lines Pilots on Eastern Air Lines Pilots Master Seniority list into Continental Airlines Master Seniority list awarding these selected Eastern pilots full specific performance as provided by the Labor Protective Provisions ("LPP") contain in the Eastern CBA.
6. As stated on page 58 of the Ross arbitration (EXHIBIT #1) "Because the CAL pilots hired after April 1987 were hired for the benefit of Eastern and not Continental, it would be unfair to place them ahead of the FMRs. Aside from the constructive notice these CAL new hires had in 1987, these pilots remain at Continental solely due to attrition and voluntary leaves" Continental hired these pilots as possible replacement pilots in case of a strike at Eastern. On March 4, 1989, Continental as a condition of continued employment offered these pilots

jobs at Eastern. On March 6, 1989 the first group of replacement pilots were hired at Eastern and as a condition of employment at Eastern they had to resign to their seniority rights at Continental.

7. As stated on page 64 of the Ross arbitration (**EXHIBIT #1**) " In this regard , it would be particularly inequitable to elevate the CAL pilots hired after April 1987 as potential strike replacements for Eastern, as they were surplus to Continental's operational needs." Continental had secretly merged the Eastern replacement pilots in light of the pending Kasher arbitration between the Eastern pilots and Continental. Continental knowing that these Eastern pilots where at the bottom of Eastern pilots seniority list, Continental decide to protect these pilots and even awarded them full LPP protection as contain in the CBA until arbitrator Ross identified some of these replacement Eastern pilots.
8. For example, Mr. Robert Benson shows as a new hire Eastern pilot on Eastern Master Seniority list on 03-06-89, seniority number 3698. (**EXHIBIT #2**) In order to protect Mr. Benson, Continental merged Mr. Benson with a date of hire of 04-24-81. With such a hired date Mr. Benson would be able to continue his career as a Captain at Continental. (**EXHIBIT #3**)
9. The Ross arbitration not only merged Eastern pilots into Continental Airlines but also merged People Express, New York Air and Frontier Airlines pilots. The Ross arbitration also points out that the commonality of the pilot groups merged was that these pilots were not unionized.
10. The Eastern pilots merged at Continental were secretly merged not complying with the RLA. Continental merged these Eastern pilots as payment for their strike

breaking activities at Eastern. Continental knew that these Eastern pilots will not pursue any union representation, but Continental still covered them under the Eastern CBA and the LPP rights contained within.

11. The RLA at 45 U.S.C. 152 third and 152 fourth prohibits such conduct. Continental obligations under the RLA was to participate in an arbitration which included all Eastern pilots and not a selected few Eastern pilots. Continental merged the selected few Eastern pilots and the afore mentioned pilot groups avoiding union representation.
12. Continental behavior toward the Eastern pilots and union representation was first documented on a video tape of the Quarterly Pilot Meeting for Continental pilots held in Houston, Texas on December 2, 1986.
13. Internal memos during the period of September 11, 1987 to May 26, 1993 also reflect this fraudulent behavior. (EXHIBIT #4)

#### **Petition**

- 14.. The Ross arbitration establishes irrefutable evidence of Continental's fraudulent behavior during the bankruptcy proceedings.
15. Continental not only violated the RLA 45 U. S. C. at 151, 152 third and 152 fourth, but also lied to the Bankruptcy Court during the Confirmation Order.
16. Continental deceive this Court during the period of November 1995 to Present. It led this Court to believe that the merging of Eastern pilots into Continental was not feasible. It led this Court to believe that the merging of Eastern pilots into Continental will create a moral dilemma and would be to costly. Continental

never informed this Court of the merging of the selected Eastern pilots and the moral dilemma at Continental in place as narrated by the Ross arbitration.


Continental has manipulated the courts to cover their fraudulent acts.

17. The following documents are being requested from Continental so it will complete the story of the Ross arbitration, a document already submitted and used as evidence by the Bankruptcy and District Court.
  - a. Video tape of the Quarterly Pilot Meeting held in Houston , Texas, for pilots of Continental Airlines on December 2, 1986.
  - b. Any notes, video tapes, memoranda, statements, transcripts, minutes which discuss ,refer or relate to the strategy of avoiding the merging of Eastern pilots to continental in order to prevent union representation of pilots at Continental.
  - c. Any notes, video tapes, memoranda, statements, transcripts, minutes which discuss, refer or relate to the merging of Eastern pilots to Continental as prescribed in the Ross arbitration. To include the names of the pilots, date of hire at Eastern Airlines, transfer dates to Continental, respective position at Eastern's seniority list and transfer position at Continental Seniority list, last equipment and seat position i.e. DC-10, B-727, Capt. F/O flown at Eastern and merged equipment and seat position at Continental, Gross income from the date of transfer to now.
  - d. Transcripts of depositions or any discovery material furnished by Continental to Myles Tralins, class counsel.

- e. Transcripts of depositions were Myles Tralins deposed any former or current Continental officer.

**Conclusion**

- 18. The RLA establishes a "mandatory arbitral mechanism to handle disputes "growing out of grievances or out of the interpretation or application of agreements concerning rates of pay, rules or working conditions" *Norris* 512 U.S. at 248 (citing 45 U.S.C. 153 First (i)).
- 19. An uncontested arbitration was concluded on August 13, 1991. As an Eastern pilot I belong to that arbitration. The underline transaction between Eastern and Continental was the purchase of the entire airline. The RLA dictates that the that the entire Eastern Master Pilots Seniority List should be use in case of an arbitration that merges any Eastern pilot.
- 20. This request is no new evidence, the documents requested will complement and give this Court a better picture of the evidence already on file on this appeal.

  
Ramon E. O'Neill  
Appellant, Pro se



# EXHIBIT

# R

IN THE UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

In re  
CONTINENTAL AIRLINES, INC., et. al  
Debtors

Brownie N Inman  
Identified but not notified member of the class  
of LPP CLAIMANTS,

v.

JAMES BALDRIDGE, WILLIAM MANN  
and LARRY DUNN.  
Representatives of the LPP CLAIMANTS,

and

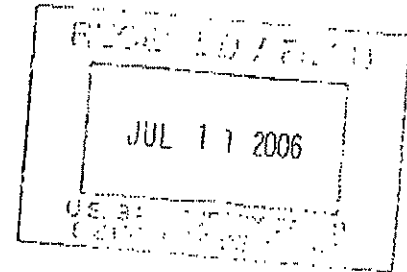
CONTINENTAL AIRLINES, INC.  
Debtor

) Chapter 11

) Case No. 90-932

) Adversary No. 99-412 (MFW)

) re: Docket No. 102



MOTION OF OBJECTION TO THE CLASS ACTION PLAINTIFFS  
STIPULATIONS FOR MOTION TO REOPEN

1. I, Brownie Inman, request this case be reopened, but object  
to the motion of the representatives of the class for the following two  
reasons:

A. The representatives of the class have totally ignored the  
composition of the class, members of Eastern's flight deck collective  
bargaining unit listed on the November 1990 Eastern's master seniority list  
and therefore were included in the master Proof of Claim filed by ALPA

7/11/06  
440

filed on behalf of all the Eastern pilots. Exception is those pilots who settled under the ALPA/ Continental settlement or withdrew their claims referred to as the Addington group.

B. The representatives of the class not only as representatives but also as Directors of Eastern Pilots for Fairness (EPFF), a Florida corporation, have not made any efforts to notify the members of this class listed in the settlement, including dues paying members of EPFF.

### **BACKGROUND**

1. James Baldridge, Bill Mann, and Larry Dunn as representatives of Eastern Pilots for Fairness (EPFF) and as "Class Action Plaintiffs" have not contacted or distributed assets to over one half of the former Easter Airline pilots identified by them as Eastern employees named on the November 1990 Eastern Pilots Seniority list, after four and one half years after the January 31, 2002 Bankruptcy Court order. The Class Action Plaintiffs have not acted in good faith to represent the "class" or the organization (EPFF). They were elected over 13 years ago to be officers of EPFF for a one year interval, only. They did not conduct an election for their replacements but did nothing and continued to act as though they were elected officers of EPFF. They were not (in accordance with the EPFF by-laws). They did raise approximately \$2,000,000 (\$5000. from each EPFF

member) that was used to fund their efforts. There was plenty of money to conduct the suit, yet in 2002 they represented themselves in this Court as having used their own money and, therefore, were awarded a very substantial sum by the Bankruptcy Judge for their efforts (notwithstanding that they had usurped the EPFF organization and had negotiated a settlement which the membership would never have approved, ie., mandatory "class" status with a no-opt-out provision.). As usual, they continue to usurp EPFF by not calling for an election but most telling- they don't seem to know how to or care to contact all "class" members (some of which are EPFF members like myself) and arrange for distribution of assets in compliance with the January 31, 2002 Bankruptcy Court order. Their legal representative and each of them should no longer be allowed to access any funds, stock or actions which lead to a conclusion of this legal endeavor.

2 This Court has behaved in this case as very good citizens of the State of Delaware enforcing public policy to favor Corporations in that State. Unfortunately the Judges are Federal Judges and Federal Law should reign rather than the stated public policy of that particular State. This court would not allow arbitration of a "minor" labor dispute as mandated by Congress (1936 Railroad Labor Act) and affirmed subsequently by the US Supreme Court. When this Court was advised in open session, that

arbitration was mandatory, this Court totally ignored the opinion of the Third Circuit Court of appeals *In re Continental Airlines, Inc.* 125 F.3d 120 (3<sup>rd</sup> Cir. 1997).

3. The Court alternatively placed members of the pilot group, involuntarily, into an illegal "no-opt class" and imposed a judicial settlement with the proviso that members of the class could not "opt-out" (refuse her settlement). Such a settlement was never the will of Congress, which had mandated arbitration for this and most other labor disagreements. This was shocking and most indicative of the huge bias of this Court toward a corporation vs "any other party".

### CONCLUSION

As previously stipulated to this Court by Continental in the

AFFIDAVIT OF EDNA SMITH, docket #72 paragraph 3a (Exhibit 1)

*"I and those under my direct supervision and control reviewed the Official Claim Register maintained in these bankruptcy cases and identified any proof of claim that may have been filed by a former employee of Eastern Airlines who claimed they were entitled to the benefits of the collective bargaining agreement between Eastern Airlines and the Air Line Pilots Association (the "Eastern CBA") in effect at the time that Eastern Airlines allegedly merged with Continental Airlines Holding, Inc. This resulted in an initial list of more than 5,000 claims"*

The 5000 pilot claims number is consistent with the 4,894 pilots name in the

November 1990 Eastern Pilot's seniority list. **(Exhibit 2)**

Continental was the first to suggest the settlement which was subsequently approved by the Bankruptcy Judge. Imposition of "class" status for all pilots with a mandatory no-opt-out clause was required by Continental for settlement of the case. Continental, now, in good faith, after insisting on the terms of the settlement is not in a position to resist actions to notify the "class" members of the settlement and to provide the assets this Bankruptcy Court has ordered to be distributed. Continental should contact all "class" members itself as well as provide appropriate Eastern pilot employee lists including first, middle, and last names, last known addresses, social security numbers, etc. for EPFF or assigned "class" representatives to insure a proper notification and delivery of assets. Continental, having insisted upon and agreeing to the "class" settlement has supposedly passed beyond the adversary role. Now is the time to get the word out and insure Continental's integrity is not impugned by resistance to the notification of all "class" members and the distribution of assets it had proposed as fully accepted previously in open court.

This Court has not enforced its own order. This case was closed until very recently without a proper distribution of assets even to selectively identified (selectively identified by Continental and the "class claimants

rather than using an official 1990 Eastern Airlines Pilot Seniority List.

Eastern never published an alphabetical order seniority list. Many

Pilots are being left out by Continental and the class representatives

using "selectively identified" criteria). Over one thousand members of

the eighteen hundred members of the class have not been contacted by the

"parties" the judge ordered to implement her order. Million of dollars

belonging to the selectively identified members of the "class" have been

placed in the hands of the "parties" ( Class Counsel, Baldrige, Mann and

Dunn, and Continental), who are trying to keep the assets to themselves by

dragging out or failing to notify and distribute, hoping that with time it will

all go away and this Court will settle for the status quo. Most members of

the "class" even today (four and one half years later) do not know of their

entitlement under the forced settlement.

This court can rectify this situation immediately by insisting that some

highly responsible party (obviously not Class Counsel, Baldrige, Mann or

Dunn) to insure timely distribution of the assets. I believe that if the one

thousand "class" members owed \$10000 each to the "parties" that

notification and collection of that money would be accomplished in

minimum time. Yet the money should be going to those "class" members

but "parties" just can't seem to find them. Intelligent airline Captains

(Baldridge, Mann, and Dunn) and a giant technologically and financially capable corporation, custodian of the Eastern Pilots flight records (Continental Airlines) just can't seem to find their former friends and employees. Clearly, neither party is trying to find them. No class member is going to refuse to accept the payment. Not one. Not ever. **They must be protected by this court and be notified immediately.** Continental must be required to provide necessary personnel lists and personnel information to allow tracing of any individuals of the "class" who have not been contacted. Return receipts are required to demonstrate and document that a good faith effort was made to contact "class" members. A complete 1990 Eastern Airline Pilot seniority list. Including first, middle and last names, known addresses, social security numbers, employee numbers etc would be required to be forwarded to all parties involved in this hearing, including myself. Continental will surely be required to transfer more assets as more "class" member are identified, found and accept the settlement. A date should be established, I suggest April 1, 2007, as the deadline for completion of notification of all class claimants and disbursement of assets. This can be done efficiently and quickly even though considerable work is required. The presiding judge should be available to monitor a progress report from a responsible individual, on a monthly basis to insure all



“parties” are cooperating and are proceeding with all due haste.

Included with this motion is the a portion of the last official Eastern Pilots seniority of which excerpts were recognized by Mr. Myles Tralins on the January 31, 2002 hearing and accepted by this Court. **(Exhibit 3)**

Continental and Class Representative have purposely omitted over 1000 pilots names using their selectively identified list. Continental not only was able to dispose of its obligations utilizing the second amended reorganization plan but now, in collusion with class representatives, Continental is being reluctant to recognize and fund the mutually agreed upon settlement and composition of the certified class.

#### PETITION

1. WHEREFORE, the class action plaintiffs acting in collusion with Continental have deliberately excluded over 1000 pilots from this class action settlement.
2. WHEREFORE, in the process of exclusion all parties have perjured themselves and filed perjured statements with this Court: **Docket #70 Exhibit B, C, and D, paragraph 8 K “*participating in preparing for and attending National mediation Board proceedings*”**. The preparation for an arbitration proceeding dictates that only official Eastern pilots seniority list could be presented to the arbitrator, therefore class representatives always

had the official Eastern pilots seniority list. Instead, in collusion with Continental, the parties have hid the official Eastern pilot's seniority list from this Court.

3. WHEREFORE, this Court allowed other class members who met the definitions to file a claim by April 3, 2002. Class counsel rejected many of them with the excuse that they were not in the selected list of claimants and Continental had not provided funds for their claim.

4. WHEREFORE, Mr. Jamenson could be more precise in addressing the mess created by Mr. Tralins brother-in-law, an investor manager with Morgan Stanley, as to how my stock and/or other members stock was not placed under each claimant's social security number instead of being commingled in mass with no accountability.

5. I petition this Court the following:

A. That this case be reopened to professionally execute the original settlement of the court but not under the auspices of the class representatives or their counsel.

B. That this Court compel both parties to bring forward all claimants names and fully fund the accounts.

C. That both parties are recognized for their lack of motivation in informing the class members of the settlement and lack of motivation to distribute settlement funds. That both parties be compelled to provide all information requested by the responsible individual who may be appointed by this

Court to inform all members of the class and to distribute settlement funds.

D. That Continental provide, as stipulated above, the names of the pilots who participated in the ALPA settlement and the Addington Group as referred to in Continental affidavit, **docket #72 paragraph 3 c and d**; and any other pilot or group of pilots who have settled with Continental, especially those who have not been identified previously. This is required documentation for this litigation to come to a successful conclusion. Request that this information be made available to all objectors (including myself).

E. That Class representatives as Directors of EPFF and as stipulated in their affidavits, **Docket #70 Exhibit B, C, and D, paragraph 8 f, "fund raising"**, should provide the true cost of this litigation. The settlement agreement provides for reimbursement of all legal costs. We the members of EPFF, approximately 400, contributed an average of \$5,200 each for this effort, approximately \$2,000,000.00. Class counsel only submitted \$95,000.00 in expenses to this Court. A full reimbursement should be ordered by this Court. These monies should be used to appropriately reimburse the individual members of EPFF, who have faithfully funded legal costs for many years.

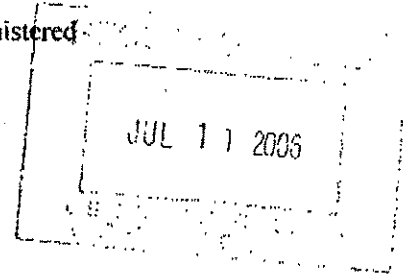


Brownie N Inman, *Pro Se*  
EAL # 39753  
Phone # 305-254-6648

**EXHIBIT 1**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re	)	Chapter 11
	)	
CONTINENTAL AIRLINES, INC.,	)	Case Nos. 90-932 (MFW)
<u>et al.</u>	)	through 90-984 (MFW)
	)	
Debtors.	)	Jointly Administered
	)	
JAMES BALDRIDGE, WILLIAM	)	
MANN and LARRY DUNN, individually	)	
and as representatives of a class of persons	)	
similarly situated who are referred to as	)	
the LPP CLAIMANTS,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	Adversary Proceeding
	)	No. A-99-412
CONTINENTAL AIRLINES HOLDINGS,	)	Class Action
INC., CONTINENTAL AIRLINES,	)	
INC. and SYSTEM ONE HOLDINGS,	)	
INC.,	)	
	)	
Defendants.	)	



**AFFIDAVIT OF EDNA SMITH**

COUNTY OF HARRIS ) ss:  
STATE OF TEXAS )

Edna Smith, being duly sworn, deposes and says:

1. I have been employed by Continental Airlines, Inc. ("Continental") since 1985 and I am currently a Litigation Analyst in the Continental legal department. I have been directly involved in the administration of proofs of claims in the above-captioned bankruptcy proceeding

since Continental created the claims group in 1990. I am duly authorized to execute this affidavit and unless otherwise indicated, the facts and information set forth herein are based on my personal knowledge.

2. I worked with Continental's in-house and outside counsel and counsel for the Plaintiffs to prepare Exhibit A to the proposed Amended Order Granting Class Certification, a copy of which is attached hereto. It is my belief and understanding that the attached Exhibit A is a complete and accurate list of all persons properly included as plaintiffs in the above-captioned class action adversary proceeding.

3. The attached Exhibit A was compiled as follows:

(a) I and those under my direct supervision and control reviewed the Official Claims Register maintained in these bankruptcy cases and identified any proof of claim that may have been filed by a former employee of Eastern Airlines who claimed they were entitled to the benefits of the collective bargaining agreement between Eastern Airlines and the Air Line Pilots Association (the "Eastern CBA") in effect at the time that Eastern Airlines allegedly merged with Continental Airlines Holdings, Inc. This resulted in an initial list of more than 5,000 claims.

(b) Each proof of claim was pulled and reviewed by me personally or those under my direct supervision and control to determine if the basis of the claim was for equitable relief or damages as a result of Continental's alleged violations of the labor protective provisions (the "LPP's") of the Eastern CBA. I deleted from the list those proofs of claim that did not meet the criteria set forth above.

(c) I then reviewed the list of all those claimants who had settled and released their claims against the Debtors as a result of that certain settlement agreement between the Debtors and the Air Line Pilots Association (the "ALPA Settlement"). Each claimant that had accepted the ALPA Settlement was removed from the list.

(d) I then reviewed a list prepared by Continental's outside counsel of all those claimants who had filed a notice withdrawing their proofs of claim in these proceedings. This group is referred to as the "Addington Group." Each claimant that had withdrawn his or her claim was removed from the list.

(e) I was then supplied with a list prepared by class counsel to the Plaintiffs of those persons that he believed would be properly included in the class. I reconciled the two lists, doing further research into a claim or claimant where necessary and I did identify certain additional claimants that were properly included in the class. The result of these efforts, which took more than 80 hours, is the list attached hereto as Exhibit A.

4. Based on the foregoing, I submit that the list attached hereto as Exhibit A is a complete and accurate list of all persons properly included as plaintiffs in the above-captioned class action adversary proceeding.

Dated: January 4, 2002  
Houston, Texas

Edna Smith  
Edna Smith



Notary: Cheryl Russell

**EXHIBIT 2**





FLIGHT OPERATIONS DIVISION  
Miami

September 18, 1989

**TO:** All Captains, First and Second Officers  
**FROM:** G. A. Casey  
**SUBJECT:** Section 28 Bid Awards Effective October 1, 1989  
(After Review)

The Section 28 category position awards effective October 1, 1989 are shown on the attached pages. By-pass training awards and retirement credit awards have been indicated where applicable.

**NOTE:** Additional identification codes have been added as follows:

Code T = UAC contract  
Code R = Surplus to category position  
Code 9 = Striker

All pilots who are transferring domiciles as a result of these awards are required to coordinate their transfer with their present Director and Chief Pilot. Those pilots who were awarded a Company-paid move will be notified by letter (reference Section 28-G-9). After receipt of such notice, make all arrangements for your paid move with Transportation Services, EAL extension 7652, MIA. Any unauthorized arrangements/contracts with moving companies will be the responsibility of the pilot concerned.

Pilots requiring training as a result of these awards will be scheduled and ~~notified~~ as their training dates are set.

It is recommended that you review the status of your Section 28-Q Bid on file in anticipation of future Section 28 Bids and/or Flow Bids.

*Buddy*  
G. A. Casey  
Director  
Crew Resources & Scheduling

attachments

09/13/89

## PILOT LISTING BY SENIORITY NUMBER - REPORT 14

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HPS060R5

S	SNRTY	EMPL	N	A	M	E	SRTY	AUG 01,89	ID	RET/BPT	OCT 01,89	ID	RET/BPT
C	NBR	NBR	LAST			INIT	DATE	CATEG.-DOM	1234	CATEG.-DOM-TYP	CATEG.-DOM	1234	CATEG.-DOM-TYP
0001	71525	PUSEY JR	S.A.	04-16-51	CP L11	MIA	1						
0002	23793	DUKE	S.D.	10-05-53			1	9			CP L11	MIA	R
0003	72519	RAY	D.H.	01-03-55			1	9					
0004	73450	REUBERT	H.B.	01-31-55		ATL							
0005	98697	YANDELL JR	J.N.	01-31-55	CP L11	ATL	1				CP L11	ATL	1
0006	94868	NETMORE	F.P.	03-28-55		MIA							
0007	74019	RIDLOW	R.R.	05-02-55		ATL							
0008	82387	SMITH	J.N.	05-02-55			1	9					
0009	44610	JOHNSON	R.C.	04-28-55			1	9					
0010	20241	DARBY	G.M.	04-30-55			1	9					
0011	89476	TILESTON	T.N.	10-03-55			1	9					
0012	93178	HARREN	D.D.	10-03-55		ATL	1						
0013	22351	DIETZ	C.F.	10-24-55		MIA							
0014	90471	TUCKER JR	H.C.	10-24-55			1	9					
0015	12075	CALLANAY	R.G.	10-24-55		BOS							
0016	48431	KITCHENS	R.M.	10-24-55	CP 300	ATL	1		CP L11	ATL-BPT	CP 300	ATL	CP L11
0017	35333	HACKLEY	T.J.	10-24-55			1	9					
0018	94942	WHALEY	C.E.	01-23-56			1	9					
0019	35607	HAIGLER	W.W.	01-23-56	CP 300	ATL					CP 300	ATL	
0020	12301	CAMPBELL	J.C.	01-23-56			1	9					
0021	28600	FOSTER	J.W.	01-23-56			1	9					
0022	98111	HORNHOOD	H.G.	01-23-56			1	9					
0023	41158	HONEA JR	A.L.	02-13-56			1	9					
0024	57575	MCCORT	R.H.	02-13-56			1	9					
0025	15047	CLARK	D.E.	03-05-56	CP 300	ATL	1		CP L11	ATL-BPT	CP 300	ATL	CP L11
0026	11152	BURLACE JR	T.J.	03-05-56			1	9			CP L11	JFK	ATL-BPT
0027	66294	OROURKE	C.F.	03-26-56	CP L11	JFK					CP L11	JFK	CP D10
0028	99187	ZACHARIAS	R.M.	05-28-56		ORD							MIA-BPT
0029	19037	CROUCH	J.R.	05-28-56			1	9					
0030	90392	TRUSLOW	S.A.	06-18-56			1						
0031	47752	KIMBLE	R.L.	06-18-56		MIA							
0032	45422	JONES JR	H.T.	07-23-56		ATL	1						
0033	33056	GORSE	A.H.	07-23-56		ATL							
0034	05363	BEITEL	R.R.	08-13-56			1						
0035	65263	NOYES	J.D.	08-13-56			1						
0036	48650	KLIEGLE	R.P.	08-13-56		JFK	1						
0037	20567	DAVIS	H.D.	09-04-56			1	9					
0038	76565	RUSSELL	J.V.	09-04-56	CP L11	ATL	1				CP L11	ATL	
0039	91224	VANDERMOLLEN	W.A.	09-04-56		MIA							
0040	41377	HOPP	T.A.	09-04-56			1	9					
0041	60776	MILLS	J.A.	09-24-56		DCA							
* 0042	93835	WEAVER	H.W.	09-24-56	CP L11	ATL	1						
0043	21679	DELIERE	R.C.	09-24-56			1	9			CP L11	MIA	R
* 0044	22562	DION	R.P.	10-15-56		MIA							
0045	40011	HINTON	E.J.	12-17-56	CP L11	MIA					CP L11	MIA	3
* 0046	96304	WILLIAMS	J.D.	12-17-56	CP L11	MIA	1				CP D10	MIA	
0047	98900	YONGE JR	L.W.	12-17-56			1	9					
0048	89314	THURMAN	G.E.	01-07-57		MIA							
0049	59920	MESMER JR	F.H.	01-07-57			1	9					
0050	30994	GAUSS	R.P.	01-07-57			1	9					
0051	10383	BRUCE	E.W.	01-07-57			1	9					
0052	51353	LAWSON	J.F.	01-07-57		MIA							
0053	65900	OLIVIERI	T.L.	01-07-57		JFK	1						
0054	13038	CARBOY	M.S.	01-07-57			1	9					
0055	18293	COX	J.C.	01-28-57			1	9					
0056	91230	VANVALKENBURGH	W.	01-28-57		MIA							
0057	97209	WINK	J.H.	01-28-57			1						
0058	88367	THIEMAN	T.E.	01-28-57		JFK							
0059	14666	COLLINS	A.T.	01-28-57		MIA							
0060	90285	TRIPLETT	D.M.	01-28-57			1	9					
0061	22439	DILLMAN	D.F.	01-28-57			1	9					
0062	39786	HILL	W.H.	02-18-57		MIA							
0063	77426	SANDERSON JR	J.H.	02-18-57			1	79			CP 727	ATL	R
0064	00509	AGNEW	R.	02-18-57		ATL							
0065	84503	STAMDS	R.A.	03-11-57			1	9					
0066	51515	LAZOWSKI	E.J.	03-11-57		MIA	1						
0067	18131	COVIN JR	J.O.	03-11-57			1	9					

1 = CURTAILED	5 = 28-G-1B - UPGRADE	A = WAIT FOR CP-727	SUPERVISORY CODE
2 = DISPLACED	6 = 28-J	B = WAIT FOR CP-DC9	* = 950 - DOMICILE
3 = 28-G-6A - 15 MONTH LOCK	7 = 28-L-3C	C = GAIN FURTHER EXPERIENCE	* = 930 - TRAINING
4 = 28-G-6B - 15 MONTH LOCK	8 = 28-G-6A - 24 MONTH LOCK	U = UNASSIGNED	9 = SPECIAL

09/13/89

## PILOT LISTING BY SENIORITY NUMBER - REPORT 14

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S	SNRTY	EMPL	N	A	M	E	SRTY	AUG 01,89	ID	RET/BPT	OCT 01,89	ID	RET/BPT
C	NBR	NBR	LAST			INIT	DATE	CATEG.-DOM	1234	CATEG.-DOM-TYP	CATEG.-DOM	1234	CATEG.-DOM-TYP
	0135	61656	MOONEY			R.O.	11-27-58	ORD			ORD		
	0136	98473	WYATT			R.O.	11-27-58		1 9				
2	0137	04991	BEACH			B.E.	11-27-58	CP L11 MIA	1		CP D10 MIA		
	0138	18289	COX			L.G.	04-27-59		1 9				
	0139	31570	GIBSON JR			P.B.	04-27-59	BOS			BOS		
	0140	25466	EMBLETON			F.	04-27-59		1 9				
#	0141	81094	SILVIS			R.C.	04-27-59	CP L11 MIA			CP L11 MIA		
	0142	21813	DENT			A.P.	04-27-59	ATL			ATL		
	0143	22700	DOANE JR			J.F.	04-27-59		1 9				
	0144	95256	WHITE			E.E.	04-27-59		1				
	0145	04199	BARUCH			J.S.	04-27-59	MIA			MIA		
	0146	33209	GRAHAM			K.O.	04-27-59		1 9				
	0147	66957	PARERA JR			F.	04-27-59		1 9				
	0148	00821	ALEXANDER			A.D.	05-18-59		1 9				
	0149	35902	HALVERSON			G.C.	05-18-59		1 9				
	0150	07414	BOLLINGER JR			F.A.	05-18-59	CP 757 ATL			CP 757 ATL		
	0151	22591	DITTMAN			R.R.	07-20-59	MIA	1				
	0152	03637	BALDWIN			D.R.	07-20-59		1 9				
	0153	67446	PASCUCCI			M.E.	07-20-59		1 9				
	0154	74214	RISLOVE			A.R.	07-20-59		1 9				
#	0155	16828	CONDER			W.E.	07-20-59	CP L11 ATL	1		CP D10 MIA		
	0156	77390	SANKEY			C.H.	07-20-59		1 9				
	0157	73603	RICHARDS			K.L.	07-20-59	CP L11 ATL	1		CP L11 ATL		
	0158	74458	ROBBINS			J.B.	07-20-59	ATL	1		ATL		
	0159	32779	GOLD			D.L.	08-17-59		1 9				
	0160	41375	HOPP			J.H.	08-17-59	JFK			JFK		
	0161	52622	LINDLIEF			J.L.	08-17-59		1 9				
#	0162	45450	JONES			N.W.	08-17-59	CP L11 MIA			CP L11 MIA		
	0163	11977	CAHILL JR			M.J.	08-17-59						
	0164	59778	MERCER			M.B.	08-17-59		1 9				
	0165	95678	WILBUR JR			R.M.	08-17-59		1 9				
	0166	11826	BYRNE			D.A.	08-17-59		1 9				
	0167	59240	MCURRAY JR			R.A.	08-17-59	JFK			JFK		
	0168	00722	AKIN			R.C.	08-17-59		1				
	0169	11509	BUSSEY			W.C.	08-17-59		1 9		CP 757 ATL	R	
	0170	23003	DONOHUE			R.A.	08-17-59	CP 300 MIA	1		CP D10 MIA	1	
	0171	53850	LOY			C.E.	09-14-59		1 9				
	0172	39790	HILL III			R.J.	09-14-59		1 9				
	0173	12862	CARR			T.U.	09-14-59		1				
	0174	65515	ODENMALT			G.P.	09-14-59		1 9				
	0175	43677	JAEGER JR			H.J.	09-14-59		1 9				
	0176	79980	SHAM JR			G.J.	09-14-59	BOS			BOS		
	0177	36308	HANSEN			T.S.	09-14-59	JFK			JFK		
	0178	92393	WALKER			J.R.	09-14-59	JFK			JFK		
	0179	16876	CONWAY			J.R.	09-14-59	ATL			ATL		
	0180	87133	TADKEN			D.L.	09-14-59	CP L11 JFK	1		CP 300 JFK	2	
	0181	89811	TOMELDEN			A.P.	09-14-59		1 9				
	0182	75459	ROHRBORN			R.C.	09-14-59		1 79		CP 727 JFK		
	0183	50628	LANGRELL			D.D.	09-14-59		1 9				
	0184	80322	SHEPPARD JR			H.G.	09-14-59		1 9		CP 300 ATL	R	
	0185	94767	WESTERBERG			R.H.	09-14-59		1 9				
	0186	35658	HALL			E.E.	10-19-59		1 9				
	0187	12057	CALE			N.	10-19-59		1 9				
	0188	40438	HOEPER			J.S.	10-19-59		1 9				
	0189	15872	COATES			F.S.	10-19-59	MIA			MIA		
	0190	05367	BELASTOCK			S.T.	10-19-59	JFK			JFK		
	0191	64920	NOLTON			J.L.	10-19-59		1 9				
	0192	41145	HOMER			M.J.	10-19-59	MIA	1		MIA		
	0193	50620	LANGHAM			R.E.	09-25-61	JFK			JFK		
2	0194	85156	STEPHENS			B.	10-09-61	CP 300 MIA		CP L11 MIA-BPT	CP 300 MIA		CP L11 MIA-BPT
	0195	62545	MORSE			N.L.	10-09-61		1 9				
	0196	42188	HUEBEL			J.M.	10-09-61		1 9				
	0197	33396	GRAYBILL			J.L.	10-09-61		1 9				
	0198	02539	ARNER			B.J.	10-09-61		1 9				
	0199	99628	ZIPSE			R.L.	10-09-61	MIA			MIA		
	0200	33661	GREENE			G.W.	10-09-61		1 79				
	0201	40680	HOLDCRAFT			C.T.	10-09-61	CP L11 MIA			CP L11 MIA	4	

1 = CURTAILED

2 = DISPLACED

3 = 28-G-6A - 15 MONTH LOCK

4 = 28-G-6B - 15 MONTH LOCK

5 = 28-G-1B - UPGRADE

6 = 28-J

7 = 28-L-3C

8 = 28-G-6A - 24 MONTH LOCK

A = WAIT FOR CP-727

B = WAIT FOR CP-DC9

C = GAIN FURTHER EXPERIENCE

U = UNASSIGNED

SUPERVISORY CODE

\* = 950 - DOMICILE

# = 930 - TRAINING

2 = SPECIAL

09/13/89

## PILOT LISTING BY SENIORITY NUMBER - REPORT 14

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MRS06DR5

S	SNRTY	EMPL	N	A	M	E	SRTY	AUG 01,89	ID	RET/BPT	OCT 01,89	ID	RET/BPT
C	NBR	NBR	LAST		INIT		DATE	CATEG.-DOM	1234	CATEG.-DOM-TYP	CATEG.-DOM	1234	CATEG.-DOM-TYP
	0269	69379	PFAMMAN		J.E.		10-08-62		1 9				
	0270	23969	DUNCAN JR		J.D.		10-08-62		1 9				
	0271	07580	BONNA		F.		10-15-62		1 9				
	0272	66681	PAGE		P.W.		10-15-62	JFK			JFK		
	0273	66044	OMARA		R.C.		10-15-62		1 9				
	0274	27601	FITZGERALD		J.E.		10-15-62	BOS			BOS		
	0275	17392	COOPER		T.L.		10-15-62	CP 727 MIA			CP 727 MIA		
	0276	21754	DEMING		M.A.		10-15-62		1 9		CP 300 ATL	R	
	0277	42891	HUTCHINSON		P.L.		12-16-58		1 9				
	0278	45368	JONES		S.N.		10-22-62		1 9				
	0279	42000	HOYT		J.L.		10-22-62		1 9				
	0280	52109	LEPPARD		D.L.		10-22-62		1 9				
	0281	22863	DOLAN JR		E.T.		10-22-62		1 9				
	0282	64190	NEVILLE		R.C.		01-21-63	CP 727 MIA	1	CP L11 MIA-BPT	CP 727 MIA		CP L11 MIA-BPT
	0283	62981	MULLINS		C.A.		01-21-63	MIA			MIA		
	0284	27814	FLICK		J.A.		01-21-63		1 79				
	0285	98961	YOUNG JR		C.H.		01-21-63	CP L11 MIA			CP L11 MIA		
	0286	54458	MACKEL		J.M.		01-21-63	CP L11 JFK	1 7		CP L11 JFK		
	0287	97473	NOLBERT		J.P.		01-21-63		1 9				
	0288	11092	BURNS		M.J.		01-21-63	ATL			ATL		
	0289	63646	NADEAU		E.J.		01-21-63	CP L11 ATL	1		CP L11 ATL		
	0290	91741	VETROVSKY		C.D.		01-21-63		1				
	0291	69595	PICKER		D.K.		01-21-63		1 9				
	0292	74530	RUSSELL JR		A.		01-21-63		1 9				
	0293	97605	WOOD		R.D.		01-22-63		1 9				
	0294	55360	MARCIANO		A.P.		02-04-63		1 9				
	0295	72925	REED		A.D.		02-04-63		1 9				
	0296	00876	ALEXIS		L.E.		02-04-63	IAH			IAH		
	0297	68667	PEREZ JR		E.		01-07-59	JFK			JFK		
	0298	73666	RICHARDSON		P.A.		02-04-63	CP L11 MIA			CP L11 MIA		
	0299	07221	BOETZ		E.F.		02-04-63		1 9				
	0300	26463	FARINA		T.D.		02-04-63	ATL			ATL		
	0301	46661	KEITH		T.P.		02-04-63	ATL	1				
	0302	34577	GRISHAM		D.E.		02-04-63		1 9				
	0303	90296	TRIVETT		R.H.		02-04-63	JFK			JFK		
	0304	73135	REINHARDT		G.A.		02-04-63		1				
	0305	38561	HELMS		T.A.		02-04-63		1 9				
	0306	20358	DAVIDSON		D.C.		02-04-63	CP L11 MIA	1		CP L11 MIA		
	0307	08661	BRANNAN JR		L.L.		02-04-63		1 9				
	0308	20009	DANAGHER		N.B.		02-11-63		1 9				
	0309	48961	KNOPP		S.M.		02-11-63		1 9				
	0310	58731	MCKAY		J.D.		02-11-63		1 9				
	0311	75845	ROSENTHAL		E.P.		02-11-63		1 9		CP L11 MIA		
	0312	15858	CLUTE JR		E.J.		02-11-63	MIA			MIA		
	0313	43869	JANES JR		V.R.		02-11-63	JFK			JFK		
	0314	35933	HAMBLIN		L.H.		02-11-63		1 9		CP L11 MIA	R	
	0315	27033	FERTE		G.		02-11-63	CP 727 DCA					
	0316	18995	CROUCH		H.H.		02-11-63		1 9				
	0317	40730	HOLLAND		E.N.		02-11-63		1 9				
	0318	82118	SMITH		A.C.		02-11-63	CP L11 MIA	1		CP L11 MIA		
	0319	07207	BODAHL		R.O.		02-18-63		1 9				
	0320	84168	SPIETH		J.L.		02-18-63		1 9				
	0321	32683	GONZALEZ		S.		11-16-59		1				
	0322	53214	LOMBARDO		J.C.		02-18-63	JFK			JFK		
	0323	56220	MASSIE		B.L.		02-18-63		1 9				
	0324	66260	ORMS		E.B.		02-18-63	ATL			ATL		
	0325	61433	MOGUS		J.N.		02-18-63	DCA			DCA		
	0326	49741	KRESHOCK		S.A.		02-18-63	JFK			JFK		
	0327	19695	CHIAN		W.D.		02-18-63		1 9				
	0328	86571	SULLIVAN		J.F.		02-18-63	JFK			JFK		
	0329	46839	KELLY		F.D.		02-18-63		1 9				
	0330	26763	FEHLBERG		I.J.		02-18-63		1 9				
	0331	78061	SCHIPPER		R.A.		02-18-63		1 9				
	0332	66183	ORTIZ		B.		11-16-59	MIA			MIA		
	0333	61471	MOLL		R.K.		03-18-63	CP L11 MIA	1		CP L11 MIA		
	0334	82515	SMITH		G.G.		03-18-63	MIA			MIA		
	0335	32915	GOODSTONE		L.H.		03-18-63		1 9				

1 = CURTAILED	5 = 28-G-1B - UPGRADE	A = WAIT FOR CP-727	* = 950 - DOMICILE
2 = DISPLACED	6 = 28-J	B = WAIT FOR CP-DC9	* = 950 - TRAINING
3 = 28-G-6A - 15 MONTH LOCK	7 = 28-L-3C	C = GAIN FURTHER EXPERIENCE	3 = SPECIAL
4 = 28-G-6B - 15 MONTH LOCK	8 = 28-G-6A - 24 MONTH LOCK	U = UNASSIGNED	



09/13/89

## PILOT LISTING BY SENIORITY NUMBER - REPORT 14

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MPS060R5

S	SNRTY	EMPL	N	A	M	E	SRTY	AUG 01,89	ID	RET/BPT	OCT 01,89	ID	RET/BPT
C	NBR	NBR	LAST	INIT	DATE	CATEG.-DOM	1234	CATEG.-DOM-TYP	1234	CATEG.-DOM-TYP			
	0403	36627	HARDY	J.D.	08-26-63		1 9						
	0404	03509	BAKUS	R.J.	08-26-63	MIA							
	0405	02977	AVERA	J.R.	08-26-63	ATL	1			MIA			
	0406	86801	SHANSON	D.E.	08-26-63	ATL	1 7			ATL			
	0407	62058	MORGAN	F.G.	08-26-63		1 9			ATL			
	0408	71339	PUCKETT	H.E.	08-26-63	MIA							
	0409	22581	DISTEL	R.G.	08-26-63		1 9			MIA			
	0410	75759	ROSALY	C.	11-27-61		1 9						
	0411	78036	SCHYEYER	F.D.	08-26-63		1 79			CP 727 MIA R			
	0412	92317	WAGNER	D.C.	08-26-63		1 9			CP 727 ATL			
	0413	73618	RICHARDSON	S.H.	08-26-63	JFK	1 7			JFK			
	0414	06786	BLANCO	M.A.	08-26-63	JFK				JFK			
	0415	80990	SIDLINGER	D.E.	08-26-63		1 9						
*	0416	79873	SHAHAN	J.H.	09-09-63	CP 111 ATL	1			CP 111 ATL			
	0417	20447	DAVIS JR	R.D.	09-09-63	JFK				JFK			
	0418	96223	WILLIAMS	J.A.	09-09-63	ATL				ATL			
	0419	19752	DABBS	J.S.	09-09-63	JFK				JFK			
	0420	05987	BERMINGHAM	H.T.	09-09-63								
	0421	61250	MITTELSTAEDT	G.J.	09-09-63		1 9						
	0422	71727	QUINN	P.G.	09-09-63		1 9						
	0423	05170	BECKETT	M.J.	09-09-63	MIA				MIA			
	0424	72376	RASMUSSEN	D.	09-09-63		1 9						
	0425	88001	TEACHOUT	O.L.	09-09-63	MIA	1			MIA			
	0426	78796	SCHMERY	A.H.	09-09-63		1 9						
	0427	14014	CANTHORN	E.E.	09-09-63	ATL				ATL			
	0428	11767	BUZINSKI	R.F.	09-09-63		1 9						
	0429	17886	CORTES	M.T.	11-27-61		1 9						
	0430	06183	BEYER	L.R.	09-09-63		1 9						
	0431	15957	COBLE	D.R.	09-09-63		1 9			CP 111 MIA			
	0432	17820	CORNAY	R.J.	09-23-63	MIA				MIA			
	0433	19769	DAGOSTINE	M.J.	09-23-63	JFK				JFK			
	0434	19446	CUNNINGHAM	C.E.	09-23-63		1 9						
	0435	66764	PALMER	J.A.	09-23-63		1 9						
	0436	84133	SPIEKER JR	S.B.	09-23-63	CP 111 MIA	1			CP 111 MIA			
	0437	64890	NOLIN	R.E.	09-23-63		1 9						
	0438	19024	CROSBY	K.B.	09-23-63	ATL				ATL			
	0439	50927	LARSON	J.W.	09-23-63		1 9						
	0440	01069	ALLEY	F.H.	09-23-63		1 9						
	0441	90272	TRICE III	C.V.	09-23-63	CP 111 MIA	1			CP 300 MIA 6			
*	0442	27461	FISHER III	J.F.	09-23-63	CP 757 ATL				CP 757 ATL			
	0443	86625	SUMMERS JR	D.C.	09-23-63		1 9						
	0444	68359	PENN	M.E.	10-07-63	MIA				MIA			
	0445	94367	MELCH	R.C.	10-07-63		1 9						
	0446	01286	BARRETO	M.A.	11-27-61	MIA	1			MIA			
	0447	50181	LACEY	T.M.	10-07-63		1 9						
	0448	52225	LEVEILLARD	M.M.	10-07-63		1 9						
	0449	85919	STODDARD	G.P.	10-07-63		1 9						
	0450	66405	OSWALD	D.R.	10-07-63		1 9			CP 757 ATL R			
	0451	46475	KEARNS	R.T.	10-07-63	JFK				CP 757 ATL R			
	0452	16897	CONNELLY	P.A.	10-07-63		1 9			JFK			
	0453	57971	MCDONALD	K.W.	10-07-63		1 9						
	0454	28677	FOTHERGILL	T.A.	10-07-63	CP 111 ATL	1			CP 111 ATL			
	0455	40664	HOLDER JR	J.B.	10-07-63		1 9						
	0456	67910	PEABODY	J.C.	10-07-63		9						
	0457	96742	HILLIS JR	B.	10-07-63		1 9						
	0458	45815	JORGENSEN	J.J.	10-07-63		1 79						
	0459	96784	WILMOTH	B.W.	10-07-63		1 9						
	0460	89296	THRELKELD	J.G.	10-07-63		1 9						
	0461	88825	THOMSON III	J.B.	10-07-63		1 9						
	0462	96328	WILLIAMS	M.O.	10-07-63		1 9						
	0463	48414	KITCHEL	C.L.	10-21-63	MIA				MIA			
	0464	66977	PARK	L.L.	10-21-63	CP 111 MIA				CP 111 MIA			
	0465	70877	PRESEAUULT	J.P.	10-21-63		1 9						
	0466	44502	JOHNSON	G.M.	10-21-63	JFK	1			JFK			
	0467	36303	HANKINS	F.M.	10-21-63		1 9						
	0468	62624	MOSE	D.A.	10-21-63		1 9						
	0469	04019	BARKER	E.E.	10-21-63	JFK				JFK			

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S	SNRTY	EMPL	N A	M E	SRTY	AUG 01,89	ID	RET/BPT	OCT 01,89	ID	RET/BPT
C	NBR	NBR	LAST	INIT	DATE	CATEG.-DOM	1234	CATEG.-DOM-TYP	CATEG.-DOM	1234	CATEG.-DOM-TYP
	0537	50048	KUNTZ	A.W.	01-27-64		1 9				
	0538	78056	SCHINELLER	M.T.	01-27-64		1 9				
	0539	29475	FRISTER	R.A.	01-27-64		1 9				
	0540	33960	GREENWAY	E.P.	01-27-64		1 9				
	0541	59505	MEAD	M.	01-27-64	MIA			MIA		
	0542	67287	PARR	N.J.	01-27-64		1 9		CP 727 ATL	R	
	0543	65340	OBEREMPT	B.A.	02-10-64	JFK			JFK		
	0544	14107	CHAKNIS	J.P.	02-10-64		1 9				
	0545	55381	MARSH JR	A.A.	02-10-64		1 9				
	0546	24643	EDDINS	S.L.	02-10-64	JFK			JFK		
	0547	14803	CHOLLEY	D.P.	02-10-64		1 9				
	0548	03153	BACON	G.M.	02-10-64		1 9				
	0549	12305	CAMERON	M.H.	02-10-64	BOS			BOS		
	0550	85890	STOECKER	M.D.	02-10-64		1 9				
	0551	85307	STETSON JR	J.F.	02-10-64		1 9				
	0552	56652	MAUER	D.L.	02-10-64		1 9				
	0553	74096	RIEMER	J.R.	02-10-64		1 9				
	0554	07875	BOSWELL	C.E.	02-24-64		9				
	0555	93702	WATTS	D.H.	02-24-64		1 9				
	0556	26951	FERGUSON	K.M.	02-24-64		1 9				
	0557	77976	SCHARNHORST	J.E.	02-24-64		1 9				
	0558	57417	MCCLURE	D.H.	02-24-64		1 9				
	0559	85905	STONE	E.E.	02-24-64	CP L11 MIA			CP L11 MIA		
	0560	18114	COURTNEY	A.L.	02-25-64		1 9				
	0561	84498	STAMBAUGH	D.L.	03-16-64	ATL	1		ATL		
	0562	20391	DAVIS	C.B.	03-16-64	ORD			ORD		
	0563	12907	CAREY	L.P.	03-16-64		1 9				
	0564	70158	POLGARDY	J.R.	03-16-64	JFK	1		JFK		
	0565	82301	SMITH	D.N.	03-16-64		1 9				
	0566	63911	NELSEN	R.J.	03-16-64		1 9		CP L11 MIA	R	
	0567	55508	MARSH	L.M.	03-16-64	ATL			ATL		
	0568	51954	LEIDY	R.H.	03-16-64		1 9				
	0569	86578	SULLIVAN	R.F.	03-16-64		1 9				
	0570	00167	ACHILLE	J.M.	03-16-64		1 9		CP 757 ATL		
	0571	16272	COLLIER	T.C.	03-16-64		1 9				
	0572	17798	CORREARD	R.B.	03-16-64	CP L11 MIA			CP L11 MIA		
	0573	25190	ELLIOTT	A.H.	03-16-64		1 9		CP L11 MIA		
	0574	12329	CAMPBELL	M.R.	08-09-65		1 9				
	0575	84803	STAVELEY JR	G.C.	08-09-65	BOS			BOS		
	0576	84793	STATON	D.F.	08-09-65		1 9				
	0577	47605	KIESZ	M.J.	08-09-65	MIA			MIA		
	0578	92067	VOEPEL JR	N.C.	08-09-65		1 9		CP 757 ATL	R	
	0579	23091	ORMAN	J.C.	08-09-65		1 9				
	0580	94397	NELLS	M.K.	08-09-65	ATL			ATL		
	0581	41629	HOSFORD	L.H.	08-09-65		1 9				
	0582	75689	ROOSEVELT	E.V.	08-09-65		1 9				
	0583	21064	DAWKINS	C.R.	08-09-65		1 9				
	0584	71095	FRITCHARD	P.C.	08-09-65		1 9		CP 757 JFK	R	
	0585	89379	TIBERG	R.E.	08-09-65		1 9				
	0586	00867	ALEXANDER JR	M.H.	08-09-65		1 9		CP DC9 ATL		
	0587	11096	BURTON	T.A.	08-09-65		9				
	0588	33385	GRAY	T.H.	08-10-65		1 9				
	0589	42910	HUTCHESON JR	T.L.	08-16-65	ATL			ATL		
	0590	95093	WHELAN	J.R.	08-16-65		1 9				
	0591	06793	BLANKENSHIP JR	O.T.	08-16-65		1 9		CP DC9 ATL		
	0592	12001	CAIRNES	C.B.	09-06-65	ATL			ATL		
	0593	97543	WOLTERS	K.V.	09-06-65		1 9				
	0594	28931	FRANK	T.H.	09-06-65	MIA	1		MIA		
	0595	77317	SANAK	H.A.	09-06-65		9				
	0596	46709	KELKER	F.J.	09-06-65		9				
	0597	29757	FULLERTON	J.A.	09-06-65		1 9				
	0598	91271	VANMINKLE	K.D.	09-06-65		9				
	0599	85900	STONE JR	R.G.	09-06-65		1 9		CP 300 JFK		
	0600	96677	WILLIAMSON	K.H.	09-06-65		1 9				
	0601	43085	HYDE JR	J.A.	09-13-65	CP L11 ATL	8		CP L11 ATL		
	0602	40795	HOLTMAN	C.O.	09-13-65	JFK			JFK		
	0603	20065	DANIEL	J.E.	09-13-65		9				

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## PILOT LISTING BY SENIORITY NUMBER - REPORT 14

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MPS060R5

S C	SNRTY NBR	EMPL NBR	N LAST	A M E INIT	SRTY DATE	AUG 01,89 CATEG.-DOM	ID 1234	RET/BPT CATEG.-DOM-TYP	OCT 01,89 CATEG.-DOM	ID 1234	RET/BPT CATEG.-DOM-TYP
0671	33368		GRAU	F.L.	11-15-65		1 9				
0672	87568		TAYLOR	D.H.	11-15-65		1 9				
0673	65885		OLIVER	J.B.	11-15-65		1 9				
0674	84273		SPRIGMAN	A.E.	11-15-65		1 9				
0675	09076		BRESLIN	R.A.	11-15-65		9				
0676	91589		VELAZQUEZ	J.	04-23-62		1 9		CP DC9 ATL		
0677	91859		VINTHER	L.N.	11-15-65		1 9				
0678	78271		SCHMIDT	P.D.	11-19-65		1 9				
0679	06768		BLAIR	D.E.	11-22-65		1 9				
0680	07583		BONNER	D.B.	12-06-65		1 9				
0681	96781		WILLS	D.H.	12-06-65	CP 727 ATL			CP 727 ATL		
0682	84989		STEIN	G.H.	12-06-65		1 9				
0683	54979		MALLARY	L.P.	12-06-65		1 9				
0684	11079		BURKE	T.W.	12-06-65		9		CP 300 MIA	R	
0685	12759		CARDWELL	R.F.	12-06-65		1 9				
0686	60107		MICHEL	E.C.	12-06-65		1 9				
0687	94260		WEISBROD	H.E.	12-06-65		9		CP 300 MIA	R	
0688	66939		PAPIN	E.P.	12-06-65	JFK			JFK		
0689	59765		MERCER	D.E.	12-06-65		9		CP 300 MIA	R	
0690	44551		JOHNSON	C.Y.	12-06-65		1 9		CP 757 MIA	R	
0691	95172		WHITAKER	F.H.	12-06-65		1 9				
0692	27307		FINLEY	G.P.	12-06-65		1 9				
0693	87031		SYKES	R.E.	12-06-65		1 9		CP 300 JFK	R	
0694	92361		WAKENSHAM	J.A.	12-06-65	ATL			ATL		
0695	62495		MORROW	B.W.	12-06-65		1 9				
0696	16829		CONFALONE	J.G.	12-06-65	CP 727 MIA			CP 727 MIA		
0697	26627		FAULKNER	H.C.	12-06-65		9				
0698	29022		FRASER	R.R.	12-13-65		1 9				
0699	41461		HORNER	H.L.	12-13-65		1 9				
0700	05444		BELKNAP	C.C.	12-13-65	PHL			PHL		
0701	86568		SULLIVAN JR	J.J.	12-13-65	MIA			MIA		
0702	92716		MALLACE	G.B.	12-13-65		1 9				
0703	35150		GURLEY	L.E.	12-13-65	JFK			JFK		
0704	84959		STEECE	R.B.	12-13-65		9				
0705	73356		RENO JR	A.J.	12-13-65	ATL	1		ATL		
0706	10933		BULLOCK	D.J.	12-13-65		1 9				
0707	95361		WHITE	H.A.	12-13-65		1 9		CP 757 ATL	R	
0708	90128		TRAUGER	H.R.	12-13-65		1 9				
0709	78468		SCHORN	P.C.	12-13-65		1 9				
0710	01080		ALLISON	A.B.	12-13-65		1 9				
0711	88461		THOMAS	C.S.	12-13-65		1 9				
0712	41356		HOPKINS	J.B.	12-13-65		1 9				
0713	86653		SUNDBERG	G.L.	12-13-65		1 9				
0714	62646		MOSHER	T.A.	12-13-65		9				
0715	09373		BRITZIUS	E.K.	12-20-65		1 9		CP DC9 ATL		
0716	48337		KIRKHAM	D.E.	01-10-66	JFK			JFK		
0717	14096		CHAPPELL	K.A.	01-10-66		1 9				
0718	21935		DESKIN	G.A.	01-10-66		1 9				
0719	40337		HOCKENBROUGH	R.H.	01-10-66		1 9				
0720	16125		COKER JR	J.R.	01-10-66		1 9				
0721	165010		NORDHAUS	R.L.	01-10-66		1 9				
0722	81613		SIZEMORE	S.E.	01-10-66	ATL	1		ATL		
0723	22999		DONOVAN	M.D.	01-10-66		1 9				
0724	54171		LUTZ	D.D.	01-10-66	PHL			PHL		
0725	20604		DAVISON	J.L.	01-10-66		1 9				
0726	76555		RUSSELL	R.L.	01-10-66		1 9				
0727	44590		JOHNSON	M.A.	01-10-66		1 9				
0728	71711		QUIGLEY	R.E.	01-11-66		1 9				
0729	75131		RODI	R.A.	01-11-66		1 9				
0730	21088		DANSON	P.L.	02-07-66		1 9				
0731	99615		ZINN	T.E.	02-07-66		9				
0732	96752		MILLIS	H.J.	02-07-66		9				
0733	51266		LAVARELLO	E.F.	02-07-66	CP L11 ATL	1		CP L11 ATL		
0734	95185		WHITEAKER	J.D.	02-07-66		1 9		CP 300 JFK	R	
0735	61165		MITCHELL	J.G.	02-07-66		1 9				
0736	26016		EVANS JR	F.H.	02-07-66	DCA			DCA		
0737	26347		FAIRCLOTH	M.B.	02-07-66		1 9				

## IDENT CODE-

1 = CURTAILED

5 = 28-G-1B - UPGRADE

A = WAIT FOR CP-727

## SUPERVISORY CODE

2 = DISPLACED

6 = 28-J

B = WAIT FOR CP-DC9

\* = 950 - DOMICILE

3 = 28-G-6A - 15 MONTH LOCK

7 = 28-L-3C

C = GAIN FURTHER EXPERIENCE

# = 930 - TRAINING

4 = 28-G-6B - 15 MONTH LOCK

8 = 28-G-6A - 24 MONTH LOCK

U = UNASSIGNED

@ = SPECIAL

09/13/89

## PILOT LISTING BY SENIORITY NUMBER - REPORT 14

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S	SNRTY	EMPL	N A	M E	SRTY	AUG 01.89	ID	RET/BPT	OCT 01.89	ID	RET/BPT
C	NBR	NBR	LAST	INIT	DATE	CATEG.-DOM	1234	CATEG.-DOM-TYP	CATEG.-DOM	1234	CATEG.-DOM-TYP
	0805	49476	KORMYLO	G.J.	05-02-66		1 9				
	0806	09811	BROPHY	R.T.	05-02-66	JFK			JFK		
	0807	59293	MCNEILL III	J.	05-02-66		1 9				
	0808	66677	PAGE	D.C.	05-02-66		1 9				
	0809	32525	GOACHEE JR	J.C.	05-02-66		1 9		CP 757 JFK	R	
	0810	70894	PRESCOTT	R.C.	05-02-66		1 79				
	0811	92182	VYFVINKEL	D.	05-08-66		9				
	0812	58762	MCKENNA	C.E.	05-09-66	CP 300 JFK	1	CP 111 JFK-BPT	CP 300 MIA	1	
	0813	33031	GORDON	J.B.	05-09-66		1 9				
	0814	54439	MACHAUER	N.A.	05-09-66		1 9				
	0815	90675	TURNER	J.W.	05-09-66	BOS			BOS		
	0816	52077	LEONARD	C.F.	05-09-66		1 79				
	0817	33065	GORRIE	G.W.	05-09-66	CP DC9 ATL	1		CP DC9 ATL		
	0818	01551	AMMONS	H.B.	05-09-66		1 9				
	0819	38524	HEITZMAN	R.J.	05-09-66		1 9				
	0820	21513	DEERING	O.R.	05-09-66		1 9				
	0821	03924	BARCANIC	T.J.	05-09-66	DCA			DCA		
	0822	97192	WINTER	J.L.	05-09-66		1 9				
	0823	45426	JONES	G.E.	05-09-66	ATL			ATL		
	0824	24653	EDELEN	E.J.	05-09-66	DCA			DCA		
	0825	58172	MCEACHERN	R.J.	05-09-66		1 9				
	0826	65006	NORDIN	L.J.	05-09-66	JFK	1		JFK		
	0827	88854	THOMPSON	D.R.	05-09-66		1 9				
	0828	61134	MISSANELLI	J.E.	05-31-66	JFK			JFK		
	0829	20453	DAVIS JR	C.S.	05-31-66		1 9				
	0830	98691	YANES VIDAL	M.	05-31-66	CP 111 JFK	1		CP 111 JFK		
	0831	93931	WEBB JR	R.	05-31-66	JFK			JFK		
	0832	18461	CRAIG	R.L.	05-31-66	ATL			ATL		
	0833	19513	CURTIS	J.C.	05-31-66		1 9				
	0834	44697	JOHNSON	M.R.	05-31-66		1 9				
	0835	71209	PROUTY	D.N.	05-31-66	BOS			BOS		
	0836	82148	SMITH	D.R.	05-31-66		1 9				
	0837	79213	SEAMANS JR	R.T.	05-31-66		1 9				
	0838	05889	BERGER	H.T.	05-31-66		1 9				
	0839	29458	FRISON	M.R.	05-31-66		1 9				
	0840	93159	WARREN III	J.E.	05-31-66		1 9				
	0841	59408	MCRAE	J.D.	05-31-66		1 9				
	0842	10415	BRUNDAGE JR	G.H.	05-31-66	CP 300 MIA	1		CP 300 MIA		
	0843	11217	BURSON	R.F.	06-06-66		9				
	0844	50637	LANKFORD	N.A.	06-06-66	MIA			MIA		
*	0845	57267	MCCARTHY JR	J.I.	06-06-66	CP 300 MIA	1		CP 300 MIA		
	0846	60739	MILLS	D.L.	06-06-66		1 9				
	0847	31878	GILLIAM	A.H.	06-06-66	JFK			JFK		
	0848	22752	DODDS	J.I.	06-06-66	ATL			ATL		
	0849	35079	GULBRANDSEN	G.E.	06-06-66		1 9				
	0850	19794	DAILEY JR	M.O.	06-06-66		1 9				
	0851	62807	MOUNT JR	C.K.	06-06-66		1 9				
	0852	26455	FARMER	A.J.	06-06-66		1 9				
	0853	62607	MOSELY	H.D.	06-06-66		1 9				
	0854	20019	DANGERFIELD	J.M.	06-06-66		1 9				
	0855	98470	WYATT JR	J.W.	06-06-66		1 9				
	0856	30586	GAREN	R.E.	06-13-66		1 9				
	0857	97954	WOODHARD	J.A.	06-13-66	JFK	1		JFK		
	0858	42135	HUDSON	A.P.	06-13-66		9				
	0859	14717	CHILTON	T.E.	06-13-66		9				
	0860	01824	ANGLIN	C.D.	06-13-66		9		CP 757 ATL	R	
	0861	67861	PAYNE JR.	D.P.	06-13-66		1 79				
	0862	01835	ANKROM JR.	R.B.	06-13-66		1 9				
	0863	25035	ELDRIDGE	T.W.	06-13-66		1 9				
	0864	99184	ZACCARIA	A.L.	06-13-66		1 79				
	0865	16539	COLLINS	R.L.	06-13-66		1 79				
	0866	85705	STIFFLER	R.A.	06-13-66		9				
	0867	45316	JONES	R.B.	06-13-66		1 9				
	0868	88268	THACKER	L.C.	06-13-66		1 9				
	0869	16294	COLLER JR.	H.A.	06-13-66	JFK			JFK		
	0870	46576	KEELER JR	R.L.	06-20-66	CP 727 MIA	1	CP 300 MIA-BPT	CP 727 MIA		CP 300 MIA-BPT
	0871	73031	REGAN	J.H.	06-20-66	ATL			ATL		

1 = CURTAILED	5 = 28-G-1B - UPGRADE	A = WAIT FOR CP-727	SUPERVISORY CODE
2 = DISPLACED	6 = 28-J	B = WAIT FOR CP-DC9	* = 950 - DOMICILE
3 = 28-G-6A - 15 MONTH LOCK	7 = 28-L-3C	C = GAIN FURTHER EXPERIENCE	# = 930 - TRAINING
4 = 28-G-6B - 15 MONTH LOCK	8 = 28-G-6A - 24 MONTH LOCK	U = UNASSIGNED	@ = SPECIAL



09/13/89

## PILOT LISTING BY SENIORITY NUMBER - REPORT 14

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S C	SNRTY NBR	EMPL NBR	N LAST	A M	E INIT	SRTY DATE	AUG 01,89 CATEG.-DOM	ID 1234	RET/BPT CATEG.-DOM-TYP	OCT 01,89 CATEG.-DOM	ID 1234	RET/BPT CATEG.-DOM-TYP
	0939	96685	WILLIAMSON		K.H.	07-18-66		1 9				
	0940	97653	WOOD		T.R.	07-18-66	CP 727 ATL	1 7		CP 757 MIA	8	
	0941	78592	SCHUPPERT		L.A.	07-18-66		1 9				
	0942	10751	BULMIDAS		J.J.	07-18-66		1 9				
	0943	75236	ROESLER		R.W.	07-18-66		1 9				
	0944	39081	HERREN		R.S.	07-18-66	ATL			ATL		
	0945	98291	WRIGHT		D.S.	07-18-66		1 9		CP 727 MIA	R	
	0946	77937	SCHAAR		D.C.	07-18-66		1 9				
	0947	91758	VICE		G.W.	07-18-66		1 9				
	0948	86433	STURGEON		S.J.	07-18-66		1 9				
	0949	23101	DORAN		B.R.	07-18-66		1 9				
	0950	20587	DAVIS		R.E.	07-18-66	MIA			MIA		
	0951	49119	KOBLAS		J.J.	07-18-66		1 9		CP DC9 ATL		
	0952	68982	PETERS		J.E.	07-18-66		1 9				
	0953	31155	GEIGER		M.G.	07-25-66	ATL			ATL		
	0954	77483	SANDUSKY		J.R.	07-25-66		1 9				
	0955	28912	FRADENBURG		J.L.	07-25-66		9				
	0956	43733	JAMES		P.B.	07-25-66		1 9				
	0957	03867	BANKSTON		E.L.	07-25-66						
	0958	68967	PETAGNA		D.S.	07-25-66		1 9				
	0959	49424	KOPP		M.A.	07-25-66	ATL	1		ATL		
	0960	24095	DUNN		T.P.	07-25-66		1 9				
	0961	26333	FAIRCHILD		R.R.	08-01-66		1 9				
	0962	86501	SUGGS		R.L.	08-01-66	ATL			ATL		
	0963	55890	MARTIN		J.J.	08-01-66		1 9				
	0964	50120	KYLE		J.P.	08-01-66		1 9				
	0965	09528	BRODERICK		P.M.	08-01-66		1 9				
	0966	54168	LUTZ		J.C.	08-01-66	JFK			JFK		
	0967	62479	MORRISON		F.B.	08-01-66		1 9				
	0968	03603	BALAUN		J.A.	08-01-66		1 9				
	0969	65429	OCONNOR		B.T.	08-01-66		1 9				
	0970	70659	POTTER		M.H.	08-01-66		1 9		CP 727 MIA	R	
	0971	70019	PLESSNER		J.B.	08-01-66		1 79				
	0972	52639	LINGNER		R.F.	08-01-66		1 9		CP 727 ATL	R	
	0973	54989	MALCHOW		K.R.	08-01-66	CP 300 MIA	1		CP 300 MIA		
	0974	86267	STROMAN JR		H.I.	08-01-66		1 9				
	0975	80290	SHEPARD		R.B.	08-08-66		1 9				
	0976	59095	MCLEOD JR		R.A.	08-08-66		1 9				
	0977	42114	HUDDESTON		M.H.	08-08-66		1 9				
	0978	43253	INGOGLIA		P.C.	08-08-66	CP 300 MIA	1		CP 300 MIA		
	0979	52137	LESENE JR		M.E.	08-08-66		1 9				
	0980	40176	HISEL		L.W.	08-08-66		1 9		CP 727 ATL		
	0981	98717	YARBROUGH		F.L.	08-08-66		1 9				
	0982	27735	FLEISCHMAN		J.C.	08-08-66		1 9				
	0983	59088	MCLENDON		G.A.	08-08-66	ATL			ATL		
	0984	20355	DAVIDSON		J.	08-08-66	ATL			ATL		
	0985	52270	LEWIS		G.M.	08-08-66	JFK			JFK		
	0986	07031	BLOUNT III		G.A.	08-08-66		1 9				
	0987	80885	SHUTZ		C.L.	08-08-66		1 9				
	* 0988	16997	CONSER		R.W.	08-15-66	CP 300 MIA	1		CP 300 MIA		
	0989	74791	ROBERTSON JR		A.J.	08-15-66		1 9				
	0990	86183	STRIKER		R.C.	08-15-66		1 9				
	0991	75083	ROCHE JR		J.S.	08-15-66		1 9				
	0992	71665	QUAYLE		R.G.	08-15-66	JFK			JFK		
	0993	41777	HOWARD		C.H.	08-15-66	ATL	1		ATL		
	0994	96735	HILLINGHAM III		R.B.	08-15-66	CP DC9 ATL	1		CP DC9 ATL		
	0995	79480	SELF		G.W.	08-15-66		1 9				
	0996	27607	FITZGIBSON		J.A.	08-15-66		1 9				
	0997	90261	TRIGO		J.A.	09-13-63	CP 300 MIA	1		CP 300 MIA		
	0998	84167	SPITLER		C.A.	08-15-66	CP 300 ATL	1		CP 300 ATL		
	0999	33265	GRAY		M.P.	08-15-66		1 9				
	1000	94760	WESTON		P.D.	08-15-66		1 9				
	1001	95841	HIENBARG JR		F.W.	08-22-66		1 9		CP DC9 ATL	R	
	1002	18861	COUBAN		R.S.	08-22-66	CP 727 DCA	1		CP 757 ATL		
	1003	57359	MCELELLAN		D.V.	08-22-66	MIA			MIA		
	2 1004	91480	VAUGHAN		M.J.	08-22-66	CP 727 MIA			CP 727 MIA		
	1005	78952	SCOTT		J.J.	08-29-66		1 9				

1 = CURTAILED	5 = 28-G-1B - UPGRADE	A = WAIT FOR CP-727	SUPERVISORY CODE
2 = DISPLACED	6 = 28-J	B = WAIT FOR CP-DC9	* = 950 - DOMICILE
3 = 28-G-6A - 15 MONTH LOCK	7 = 28-L-3C	C = GAIN FURTHER EXPERIENCE	* = 930 - TRAINING
4 = 28-G-6B - 15 MONTH LOCK	8 = 28-G-6A - 24 MONTH LOCK	U = UNASSIGNED	2 = SPECIAL

09/13/89

## PILOT LISTING BY SENIORITY NUMBER - REPORT 14

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MPS060RS

S C	SNRTRY NBR	EMPL NBR	LAST	N A M E INIT	SRTY DATE	AUG 01,89 CATEG.-DOM	ID 1234	RET/BPT CATEG.-DOM-TYP	OCT 01,89 CATEG.-DOM	ID 1234	RET/BPT CATEG.-DOM-TYP
	1072	71229	PRUD HOMME	M.K.	10-03-66		1 9				
	1073	05284	BEER	M.G.	10-03-66		1 9		CP DC9 ATL		
	1074	73466	REYNOLDS	D.D.	10-03-66	ATL	1		CP 757 ATL	8	
	1075	50242	LAFOLLETTE	H.H.	10-03-66	JFK			ATL		
	1076	54012	LUHRMAN	C.R.	10-03-66		1 9		JFK		
	1077	79373	SEGARS	D.J.	10-03-66		1 9				
*	1078	21973	DEVEREAUX	J.A.	10-03-66	CP 300 MIA	1		CP 300 MIA		
	1079	63155	MUNOZ JR	R.W.	09-13-63		1 9				
	1080	38357	HEDDON	C.	10-03-66		1 79				
	1081	72881	REED	M.D.	10-03-66		1 9				
	1082	35873	HALLING	G.L.	10-03-66		1 79				
	1083	27221	FILLER	R.E.	10-10-66	CP 727 MIA	1		CP DC9 ATL	6	
	1084	45432	JONES	T.D.	10-10-66	MIA			MIA		
	1085	44699	JOHNSON II	E.H.	10-10-66		1 9				
	1086	30982	GAUMNITZ	T.G.	10-10-66		1 9				
	1087	31064	GAYLER	A.N.	10-10-66		1 9				
	1088	61681	MOORE JR	R.E.	10-10-66		1 79		CP 727 JFK		
	1089	68393	PENCE III	M.E.	10-10-66	JFK			JFK		
	1090	22542	DINAN	F.E.	10-10-66		1 9				
	1091	03268	BAILEY	R.D.	10-10-66		1 9				
	1092	63619	MYERS	C.B.	10-10-66		1 9				
	1093	12754	CARE	J.O.	10-10-66		1 9				
	1094	66316	ORR III	A.	10-10-66		1 9				
	1095	10959	BUNDRANT	M.D.	10-10-66		9				
	1096	30187	GALLETINE	M.J.	10-10-66	DCA			DCA		
	1097	73162	REILLY	R.R.	10-10-66		9				
	1098	24072	DUNLAP	M.C.	10-10-66		9		CP 727 ATL	R	
	1099	15061	CLARK JR	R.F.	10-10-66		1 9				
	1100	36083	HANSEN	P.N.	10-10-66		1 9		CP 757 JFK		
	1101	12717	CAPON	R.E.	10-10-66		1 9		CP 727 MIA		
*	1102	49459	KORCZYNSKI	E.J.	10-10-66	CP 300 MIA	1		CP 300 MIA		
	1103	25203	ELLIOTT	P.D.	10-17-66	JFK			JFK		
	1104	31379	GEORGI	E.H.	10-17-66	CP 727 MIA	1	CP 300 JFK-BPT	CP 727 MIA		CP 300 JFK-BPT
	1105	55809	MARTIN	J.B.	10-17-66		9				
	1106	89477	TILLES	J.W.	10-17-66	MIA			MIA		
	1107	43893	JANSEN	C.H.	10-17-66	MIA			MIA		
	1108	47652	KILIAN	C.J.	10-17-66		9				
	1109	02548	ARNOLD	E.C.	10-17-66		1 9				
	1110	36055	HAMNER	H.H.	10-17-66		1 9				
	1111	52272	LEWIS	K.E.	10-17-66		9				
	1112	61701	MOORE	A.L.	10-17-66	ATL			ATL		
	1113	37984	HAYLES	J.E.	10-17-66	ATL			ATL		
	1114	22191	DIBBLE	D.D.	10-17-66		1 9				
	1115	88866	THOMPSON	R.H.	10-17-66		1 9				
	1116	47543	KIBBE	J.H.	10-17-66		9				
	1117	65028	NORMAN	B.M.	10-17-66	ATL			ATL		
	1118	63801	NEAL	J.S.	10-17-66	MIA			MIA		
	1119	30652	GARRECHT	C.P.	10-24-66		1 9		CP DC9 ATL		
	1120	88814	THOMPSON	J.L.	10-24-66	MIA			MIA		
	1121	10659	BUCHANAN	T.E.	10-24-66		1 9		CP DC9 ATL		
	1122	70759	POMELL	M.J.	10-24-66		1 79				
	1123	07029	BLOSSER	R.C.	10-24-66	DCA			DCA		
	1124	94226	HEIDKNECHT III	F.A.	10-24-66		1 9				
	1125	23565	DREMES	B.R.	10-24-66		9		CP 727 ATL	R	
	1126	71786	RABIN	L.M.	10-24-66		1 9				
	1127	77376	SANDERS	M.L.	10-24-66		1 9				
	1128	56692	MAXWELL	C.	10-24-66	CP 300 MIA	8		CP 300 MIA		
	1129	15049	CLARK	R.G.	10-24-66	MIA			MIA		
	1130	71675	QUEEN	J.C.	10-24-66		1 9		CP 757 MIA	8	
	1131	06626	BJORK	R.J.	10-24-66	CP 727 MIA			CP 727 MIA		
	1132	60013	MEYER	J.H.	10-24-66		1 9				
	1133	07892	BOSTON	D.J.	10-31-66	DCA			DCA		
	1134	63614	MYERS	T.C.	10-31-66	ORD			ORD		
	1135	56288	MASON	P.A.	10-31-66		1 9		CP DC9 ATL		
	1136	36860	HARRIS	J.P.	10-31-66		9				
	1137	69556	PIATT	G.D.	10-31-66	JFK			JFK		
	1138	60181	MIKK	A.	10-31-66		9				

1 = CURTAILED  
2 = DISPLACED  
3 = 28-G-6A - 15 MONTH LOCK  
4 = 28-G-6B - 15 MONTH LOCK

IDENT CODE  
5 = 28-G-1B - UPGRADE  
6 = 28-J  
7 = 28-L-3C  
8 = 28-G-6A - 24 MONTH LOCK

SUPERVISORY CODE  
A = WAIT FOR CP-727  
B = WAIT FOR CP-DC9  
C = GAIN FURTHER EXPERIENCE  
U = UNASSIGNED

\* = 950 - DOMICILE  
# = 930 - TRAINING  
@ = SPECIAL

09/13/89

## PILOT LISTING BY SENIORITY NUMBER - REPORT 14

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MPS060R5

S	SNRTY	EMPL	N A M E	SRTY	AUG 01,89	ID	RET/BPT	OCT 01,89	ID	RET/BPT	
C	NBR	NBR	LAST	INIT	DATE	CATEG.-DOM	1234	CATEG.-DOM-TYP	CATEG.-DOM	1234	CATEG.-DOM-TYP
	1206	67911	PEACON	R.C.	11-28-66		1 9				
	1207	22204	DIBICCA	D.	11-28-66		1 9				
	1208	81364	SIMMONS	S.C.	11-28-66	MIA	1				
	1209	44583	JOHNSON	L.L.	11-28-66		9				
	1210	42582	HUNT	H.L.	11-28-66		1 9				
	1211	88211	TERRY	R.A.	11-28-66		1 9				
	1212	68553	PERFETTI	A.	11-28-66		1 9				
	1213	52125	LERNER	F.N.	11-28-66		1 9				
	1214	76945	RYDEEN	R.J.	11-28-66	BOS					
	1215	44695	JOHNSON	M.H.	11-28-66		1 9				
	1216	86830	SNEEDLER	R.D.	11-28-66	ORD					
	1217	00272	ADAMS JR	C.M.	11-28-66		9				
	1218	72151	RANGE	J.L.	11-28-66		1 9				
	1219	33713	GREEN	J.L.	11-28-66		1 9				
	1220	98529	WYNKOOP II	E.W.	11-28-66	MIA					
	1221	09989	BEACH JR	S.R.	11-28-66		1 9				
	1222	87279	TAMS	J.	11-28-66		1 9				
	1223	03619	BALKUM	B.O.	12-05-66		1 9				
	1224	85679	STICKNEY	R.M.	12-05-66		1 9				
	1225	30285	GALLOWAY	R.E.	12-05-66		1 9				
	1226	06200	BIALKO	P.J.	12-05-66		1 9				
	1227	82202	SMITH	C.C.	12-05-66		1 9				
	1228	06143	BEVERIDGE	A.L.	12-05-66	ATL					
	1229	14695	CHILDERS	C.R.	12-05-66	ATL					
	1230	16834	CONDON	R.L.	12-05-66		1 9				
	1231	78198	SCHLICK	C.M.	12-05-66		1 9				
	1232	54806	MAGYAR	D.P.	12-05-66	ATL					
	1233	93576	WATSON	J.G.	12-05-66		1 79				
	1234	44669	JOHNSON	R.D.	12-05-66		1 9				
	1235	29445	FRIDAY	J.L.	12-05-66		1 9				
	1236	26785	FELDMAN	A.	12-05-66	ATL					
	1237	95243	WHITE	P.H.	12-05-66		1 9				
	1238	86402	STUKES	R.E.	12-05-66		1 9				
	1239	38513	HEISTER	R.L.	12-05-66		1 9				
	1240	37023	HARRISON	T.	12-05-66		1 9				
	1241	74537	ROBERTS	E.A.	12-12-66	MIA					
	1242	61419	MOFFITT	R.E.	12-12-66		9				
	1243	00831	ALEWINE	M.M.	12-12-66		1 9				
	1244	71788	RABUCZENSKI	T.A.	12-12-66		1 79				
	1245	25790	ERICKSON	R.M.	12-12-66		1 9				
	1246	55068	MANKIN	G.D.	12-12-66		1 9				
	1247	56476	MATTIS	G.K.	12-12-66		1 79				
	1248	82213	SMITH	D.L.	12-12-66	CP 300 MIA	1				
	1249	55415	MARINO	E.H.	12-12-66		1 9				
	1250	88264	TEW JR	B.D.	12-12-66	DCA	1				
	1251	78975	SCOTT	M.R.	01-03-67	JFK					
	1252	36856	HARRIS	D.A.	01-03-67		1 9				
	1253	50541	LANDIS	D.H.	01-03-67		1 9				
	1254	91044	VALLECILLO	L.H.	09-16-63	ATL					
	1255	20071	DANIELS	L.A.	01-03-67		1 9				
	1255A	53115	LOEB	G.K.	01-03-67						
	1256	69043	PETERSON JR	H.W.	01-03-67		1 9				
	1257	21665	DELLINGER	L.L.	01-03-67		1 9				
	1258	91953	VOLLE	C.E.	01-03-67		1 9				
	1259	89376	TIBBETTS	J.W.	01-03-67		1 9				
	1260	69477	PHILLIPS	H.C.	01-03-67		1 9				
	1261	25197	ELLIS	R.L.	01-03-67		1 9				
	1262	84763	STARKMAN	E.H.	01-03-67		1 9				
	1263	90219	TREMPER	P.G.	01-03-67		1 9				
	1264	54404	LYTER JR	H.B.	01-03-67		1 9				
	1265	32240	GIROD	L.D.	01-03-67		1 9				
*	1266	04027	BARBER JR	F.H.	01-03-67	CP 300 MIA	1				
	1267	60486	MILLER	S.D.	01-03-67	CP 300 MIA	1				
	1268	45451	JONES	M.F.	01-03-67		1 9				
	1269	54073	LUNDBLAD	J.L.	01-03-67		9				
	1270	72504	RAHLS III	F.H.	01-03-67		1 9				
	1271	24288	DURIE	R.T.	01-03-67	JFK					

1 = CURTAILED	5 = IDENT CODE	A = WAIT FOR CP-727	SUPERVISORY CODE
2 = DISPLACED	6 = 28-G-1B - UPGRADE	B = WAIT FOR CP-DC9	* = 950 - DOMICILE
3 = 28-G-6A - 15 MONTH LOCK	7 = 28-G-1C	C = GAIN FURTHER EXPERIENCE	# = 930 - TRAINING
4 = 28-G-6B - 15 MONTH LOCK	8 = 28-G-6A - 24 MONTH LOCK	U = UNASSIGNED	@ = SPECIAL

09/13/89

## PILOT LISTING BY SENIORITY NUMBER - REPORT 14

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S C	SNRTY NBR	EMPL NBR	N LAST	A INIT	M DATE	E SRTY	AUG 01,89 CATEG.-DOM	ID 1234	RET/BPT CATEG.-DOM-TYP	OCT 01,89 CATEG.-DOM	ID 1234	RET/BPT CATEG.-DOM-TYP
	1339	66775	PALMER III	D.M.	02-13-67			1 9		CP 757 ATL	8	
	1340	44681	JOHNSON	R.S.	02-13-67			1 79		CP 727 ATL	R	
*	1341	36917	HARTMAN	E.D.	02-13-67	CP 300 ATL		1		CP 300 ATL		
	1342	44011	JASKIEWICZ JR	A.A.	02-13-67			1.79		CP 757 ATL	8	
	1343	96777	MILLS	R.D.	02-13-67							
	1344	21236	DE ARMON	J.A.	02-20-67			9				
	1345	66507	ONENS	F.G.	02-20-67		JFK	1		JFK		
	1346	28003	FLYNN	M.J.	02-20-67							
	1347	32601	GODWIN	J.L.	02-20-67		ATL			ATL		
	1348	52283	LEWIS	G.W.	02-20-67			1 9				
	1349	04216	BARTLEY	D.A.	02-20-67		MIA			MIA		
	1350	72513	RAY	C.G.	02-20-67			1 9				
	1351	33014	GORE	S.T.	02-20-67			1 9				
	1352	32051	GILSKY	E.C.	02-20-67			1 9				
	1353	67443	PASCHALL	T.M.	02-20-67	CP 300 ATL		1		CP 300 ATL		
	1354	90286	TRISTANI	J.P.	02-20-67			1 9				
	1355	20597	DAVIS	M.R.	02-20-67		ATL	1		CP DC9 ATL		
	1356	49537	KOTZIERS	M.J.	02-20-67		MIA	1		MIA		
	1357	46477	KEATING JR	M.J.	02-20-67			1 9		CP 757 MIA	8	
	1358	91847	VILLERS	D.L.	02-20-67			1 9		CP 757 MIA	8	
	1359	24066	DUNNIRE	N.E.	02-20-67			1 9		CP 757 MIA	8	
	1360	59739	MENTZER	D.M.	02-20-67			9				
	1361	61129	MISENICK	P.R.	02-20-67			1 9				
	1362	69363	PENTHERS	J.T.	02-20-67			1 9				
	1363	06459	BISIGNANO	C.R.	02-20-67	CP 727 JFK		1		CP 727 JFK		
	1364	14541	CHESTNUT	P.E.	02-20-67			1 79				
	1365	39373	HIATT JR	H.W.	02-20-67			1 79		CP DC9 ATL		
	1366	06211	BIBLE	J.J.	02-20-67			1 9				
	1367	05429	BELL	M.L.	03-06-67		ATL			ATL		
	1368	05282	BEELS	R.L.	03-06-67			1 9		CP 727 MIA	R	
	1369	04639	BASS	M.T.	03-06-67			9				
	1370	83811	SPAFFORD	J.B.	03-06-67			1 9				
	1371	16769	COMBS	C.E.	03-06-67		ATL			ATL		
	1372	88284	THARPE JR	J.A.	03-06-67		JFK			JFK		
	1373	42001	HOZIE	R.H.	03-06-67		MIA			MIA		
	1374	53276	LONG	P.A.	03-06-67		DCA			DCA		
	1375	06487	BISHOP	P.H.	03-06-67			9				
	1376	64451	NICCHIA	L.R.	03-06-67			1 9		CP 727 MIA	R	
	1377	61162	MITCHELL	H.F.	03-06-67		BOS			BOS		
	1378	71869	RAGAN	M.T.	03-06-67			1 9				
	1379	14822	CHRISTENSEN	H.M.	03-06-67			1 79				
	1380	27754	FLESHER	R.L.	03-06-67			9				
	1381	04014	BARKER	M.H.	03-06-67	CP DC9 ATL				CP DC9 ATL		
	1382	82209	SMITH	B.L.	03-06-67			1 9				
	1383	73197	REITAN JR	A.G.	03-06-67			1 9		CP DC9 ATL		
	1384	37903	HAWKINS	A.C.	03-06-67			1 9				
	1385	40129	HIPPS	M.D.	03-06-67			1 9		CP DC9 ATL		
	1386	59237	MCMULLEN	R.L.	03-06-67			1 9				
	1387	99487	ZIOBRO	T.J.	03-06-67			1 9		CP 727 JFK	R	
	1388	18890	CRITTENDEN	C.W.	03-06-67		MIA	1				
	1389	18109	COURTNEY	R.M.	03-06-67			1 9				
	1390	88889	THOMPSON II	J.W.	03-13-67		JFK			JFK		
	1391	84159	SPILLMAN	H.L.	03-13-67			9				
	1392	36080	HANLEY	R.G.	03-13-67			1 9				
	1393	80588	SHIELDS III	J.A.	03-13-67			9				
	1394	11487	BUSCH	K.W.	03-13-67		MIA			MIA		
	1395	28047	FOERSTERLING	F.J.	03-13-67		ATL			ATL		
	1396	62955	MULLENS	J.D.	03-13-67		ATL			ATL		
	1397	73362	RENO	R.W.	03-13-67		JFK			JFK		
	1398	81607	SIVERTSON	H.N.	03-13-67			1 79				
	1399	64203	NEBY	R.E.	03-13-67			1 9				
	1400	54555	MAC LENNAN	R.C.	03-13-67			1 9				
	1401	94405	WELLMAN	M.A.	03-13-67	CP 757 MIA		1		CP 757 MIA		
	1402	08194	BOMSER	A.L.	03-20-67			1 9		CP 727 JFK	R	
	1403	25315	ELLIS JR	J.R.	03-20-67			1 9		CP DC9 ATL		
	1404	01640	ANDERSON	J.P.	03-20-67			1 9				
	1405	80529	SHERWIN	R.S.	03-20-67			1 9				

1 = CURTAILED	5 = 28-G-1B - UPGRADE	A = WAIT FOR CP-727	* = 950 - DOMICILE
2 = DISPLACED	6 = 28-J	B = WAIT FOR CP-DC9	* = 930 - TRAINING
3 = 28-G-6A - 15 MONTH LOCK	7 = 28-L-3C	C = GAIN FURTHER EXPERIENCE	9 = SPECIAL
4 = 28-G-6B - 15 MONTH LOCK	8 = 28-G-6A - 24 MONTH LOCK	U = UNASSIGNED	



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## PILOT LISTING BY SENIORITY NUMBER - REPORT 14

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MPS060RS

S C	SNRTY NBR	EMPL NBR	LAST	N A	M E	INIT	SRTY DATE	AUG 01,89 CATEG.-DOM	ID 1234	RET/BPT CATEG.-DOM-TYP	OCT 01,89 CATEG.-DOM	ID 1234	RET/BPT CATEG.-DOM-TYP
	1473	32648	GOEN		T.A.		04-17-67	IAH			IAH		
	1474	36712	HARN		G.F.		04-17-67		1 9				
	1475	78387	SCHNEIDER		D.W.		04-17-67		1 79				
	1476	75472	REYNOLDS JR		R.H.		05-08-67		1 9				
	1477	29657	FUCHS		J.A.		05-08-67	ATL	1		ATL		
	1478	43530	JACKSON JR		F.H.		05-08-67		1 9		CP DC9 ATL		
	1479	69500	PHILLIPS		J.L.		05-08-67		1 9				
	1480	86855	SWEENEY JR		J.J.		05-08-67		1 9				
	1481	74101	RIGG		R.L.		05-08-67		1 9				
	1482	33051	GORDON		D.G.		05-08-67		1 79				
	1483	27400	FISCHER JR		F.P.		05-08-67		9				
	1484	16137	COHN		A.S.		05-08-67		9				
	1485	94721	WESTBROOK		N.C.		05-15-67		9				
	1486	93107	WARD		J.E.		05-15-67	CP DC9 ATL	1	CP 300 ATL-BPT	CP DC9 ATL		CP 300 ATL-BPT
	1487	02905	AURINGER		R.L.		05-15-67	CP 300 ATL	1		CP 300 ATL		
	1488	36084	HANLEY		D.R.		05-15-67		9				
	1489	89389	TICKLE		D.R.		05-15-67		1 9				
	1490	08692	BRADLEY		N.D.		05-15-67		9				
	1491	52604	LINDELL		R.W.		05-15-67	JFK			JFK		
	1492	63811	NEARY		D.K.		05-15-67	JFK			JFK		
	1493	70047	PLITT		C.W.		05-15-67		9				
	1494	79968	SHARPE		D.F.		05-15-67	CP 757 MIA	1		CP 757 MIA		
	1495	32764	GOLDEY		H.F.		05-22-67	ATL			ATL		
	1496	92862	MALSH JR		L.J.		05-22-67		9				
	1497	11048	BURKE		J.A.		05-22-67	MIA	1		MIA		
	1498	05670	BENNETT		W.D.		05-22-67		9				
	1499	89704	TOBY		K.R.		05-22-67		9				
	1500	52337	LENIS JR		T.H.		05-22-67	CP 757 ATL	8		CP 757 ATL		
	1501	76301	ROYCE		N.C.		05-22-67		1 79				
	1502	03051	AYLSWORTH		M.E.		05-22-67		9		CP 727 MIA		R
	1503	43540	JACKSON		J.L.		05-22-67		9				
	1504	67926	PEACOCK III		G.L.		05-22-67		9				
	1505	36907	HART		J.G.		06-05-67		9				
	1506	52579	LINK		L.A.		06-05-67		1 9				
	1507	68213	PEEK		J.H.		06-05-67		9				
	1508	67009	PARKER		L.F.		06-05-67		9		CP 727 MIA		
	1509	20077	DANIELSON		S.A.		06-05-67		9				
	1510	87484	TATE		J.T.		06-05-67		1 9				
	1511	42209	HUFFERD		J.A.		06-05-67		1 79				
	1512	29213	FREED		P.P.		06-05-67	CP 727 JFK			CP 727 JFK		
	1513	04741	BAUCH		J.H.		06-05-67		9		CP DC9 ATL		
	1514	03633	BALDRIDGE JR		J.H.		07-03-67		1 9		CP DC9 ATL		
	1515	14846	CHRISTOPHER		M.A.		07-03-67		1 9		CP 727 MIA		8
	1516	82486	SMITH		R.L.		07-03-67	BOS			BOS		
	1517	36723	HARPER		J.D.		07-03-67		9				
	1518	55455	MARKER		P.L.		07-03-67		1 9				
	1519	46273	KASHMANIAN		G.		07-03-67	JFK			JFK		
	1520	24448	DYER		C.G.		07-03-67	BOS			BOS		
	1521	97105	WIMPEE		V.R.		07-03-67		9				
	1522	46355	KAY		T.L.		07-03-67		1 9		CP 727 MIA		8
	1523	41222	HOOTON		J.W.		07-03-67		9		CP DC9 ATL		
	1524	82337	SMITH		M.S.		07-03-67		9				
	1525	68541	PERCIVAL		J.W.		08-07-67		9				
	1526	63284	MURPHY		T.B.		08-07-67		1 9		CP 757 MIA		8
	1527	86438	STUTEVILLE		W.F.		08-07-67		9		CP 757 MIA		8
	1528	88369	THEIS JR		A.E.		08-07-67		1 9				
	1529	03813	BANDY		L.L.		08-07-67		1 9				
	1530	01841	ANDREWS		R.E.		08-07-67	CP 757 ATL	8		CP 757 ATL		
	1531	70712	POWELL		E.T.		08-07-67	CP 757 MIA	1		CP 757 MIA		
	1532	64791	NIMS		R.E.		08-07-67		1 9				
	1533	85682	STIFEL III		A.C.		08-07-67		9		CP 757 MIA		8
	1534	59795	MERCHANT		J.H.		08-07-67	ATL			ATL		
	1535	01644	ANDERSON		N.A.		08-07-67		1 9				
	1536	30657	GARY		C.J.		08-07-67		9		CP DC9 ATL		
	1537	05243	BEDNAREK		R.S.		08-07-67		1 9				
	1538	66271	ORLANDO		R.A.		08-07-67		9		CP 727 JFK		R
	1539	50519	LANE JR		G.B.		08-07-67		1 9		CP 757 MIA		8

IDENT CODE - SUPERVISORY CODE  
 1 = CURTAILED 5 = 28-G-1B - UPGRADE A = WAIT FOR CP-727 \* = 950 - DOMICILE  
 2 = DISPLACED 6 = 28-J B = WAIT FOR CP-DC9 # = 930 - TRAINING  
 3 = 28-G-6A - 15 MONTH LOCK 7 = 28-L-3C C = GAIN FURTHER EXPERIENCE @ = SPECIAL  
 4 = 28-G-6B - 15 MONTH LOCK 8 = 28-G-6A - 24 MONTH LOCK U = UNASSIGNED

09/13/89

PILOT LISTING BY SENIORITY NUMBER - REPORT 14

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MPS060RE

S	SNRTY	EMPL	N	A	M	E	SRTY	AUG 01,89	ID	RET/BPT	OCT 01,89	ID	RET/BPT
C	NBR	NBR	LAST	INIT	DATE	CATEG.-DOM	1234	CATEG.-DOM-TYP	1234	CATEG.-DOM-TYP			
1607	50412	LAMBERT JR	S.E.	04-01-68			9						
1608	25792	ESPINOSA JR	R.	05-01-64		TXD							
1609	58793	MCKEON JR	T.M.	04-01-68		MIA				TXD			
1610	69144	PETrites, JR	J.J.	05-29-68			9			MIA			
1611	91791	VINCENT	B.B.	05-29-68	CP 757	ATL	8			CP 757 ATL			
1612	60946	MINARDI	J.V.	05-29-68	CP 757	MIA	1 7			CP 757 MIA			
1613	90953	ULERY	L.R.	05-29-68		ATL				ATL			
1614	86581	SULLIVAN, JR	J.E.	05-29-68			9						
1615	79767	SEWELL, JR	H.J.	05-29-68			9			CP DC9 ATL			
1616	79255	SECOR	E.F.	05-29-68			9			CP DC9 ATL			
1617	98737	YARNELL	F.C.	05-29-68		JFK	8			JFK			
1618	19080	CROW	K.P.	05-29-68			9			CP 757 ATL			
1619	55122	MANN, JR	M.B.	05-29-68			1 79			CP 727 JFK			
1620	59004	MCKNIGHT	J.A.	06-05-68			9						
1621	67272	PARRAMORE	M.L.	06-05-68	CP 757	ATL	8			CP 757 ATL			
1622	64801	NIXON	J.D.	06-05-68			1 79			CP 757 ATL			
1623	47795	KINCAID	J.L.	06-05-68		MIA				MIA			
1624	35582	HAIGHT	R.A.	06-05-68			1 9						
1625	66378	OSIK	R.J.	06-05-68			9						
1626	82565	SMITH	D.W.	06-05-68			1 9						
1627	76801	RUTLAND, III	T.C.	06-05-68			9						
1628	64531	NICKERSON	C.A.	06-05-68			9			CP DC9 ATL			
1629	72047	RAMSAY	R.A.	06-05-68			9						
1630	22447	DILLARD, JR	F.L.	06-05-68			9						
1631	22763	DODD	D.R.	06-05-68		TXD				TXD			
1632	50453	LAMPKE	R.H.	06-05-68			1 79			CP 727 MIA			
1633	06022	BERRYMAN	L.H.	06-05-68			1 79			CP DC9 ATL			
1634	19647	CUSHING	B.F.	06-05-68			9						
1635	49960	KUCKLICK	J.F.	06-10-68			1 79						
1636	34250	GRIER	J.R.	06-10-68			1 79						
1637	10301	BRUBECK, JR	H.C.	06-10-68									
1638	16811	CONE	J.E.	06-10-68		JFK				JFK			
1639	62471	MORRISON	E.W.	06-10-68	CP DC9	ATL	2			CP 727 ATL			
1640	24943	EHLES	T.D.	06-10-68			1 9						
1641	55103	MALONE	S.J.	06-10-68			1 9			CP 727 MIA			
1642	34346	GRIESMAN	S.W.	06-17-68			1 79			8			
1643	80354	SHEPPARD	G.R.	06-17-68			1 79						
1644	44731	JOHNSON	D.M.	06-17-68		MIA				MIA			
1645	91733	VILLANUEVA	R.	05-01-64			1 79			CP 727 ATL			
1646	33356	GRAHAM	G.L.	06-17-68		MIA				MIA			
1647	28903	FRAIOLI	G.	06-17-68	CP 727	JFK				CP 727 JFK			
1648	48294	KIRBY	B.W.	06-17-68			9						
1649	34838	GROVE	H.A.	06-17-68		MIA				MIA			
1650	08009	BOURQUE, JR	M.P.	06-17-68			9						
1651	31398	GERASHTY	J.D.	06-17-68			9			CP DC9 ATL			
1652	62215	MORREY	F.J.	06-17-68			9			CP DC9 ATL			
1653	00440	ADAMS JR	J.T.	06-17-68			1 79						
1654	55124	MANNING	C.H.	06-17-68			9						
1655	18199	COHEN	J.R.	06-17-68			1 79			CP 727 ATL			
1656	12346	CAMPBELL JR	H.L.	06-17-68			9			R			
1657	89898	TOPCZYNSKI	R.S.	06-17-68			1 79						
1658	44730	JOHNSON	K.	06-17-68	CP 300	JFK	1 7			CP 757 MIA			
1659	57241	MCCANN	J.P.	06-17-68			9			1			
1660	66368	OSBORNE	R.A.	06-17-68			9						
1661	14236	CHAPMAN	R.E.	07-01-68			1 79						
1662	61802	MOORE	R.H.	07-01-68			1 79						
1663	71364	PLUNKS	R.J.	07-01-68			1 9						
1664	73796	RIERA	R.A.	05-01-64			1 9						
1665	80186	SHEFTALL, JR	D.M.	07-01-68			1 9						
1666	13640	CASEY	A.B.	07-01-68			1 9						
1667	42324	HUGHES	J.	07-01-68			1 9						
1668	64265	NEWTON, JR	M.D.	07-01-68			9						
1669	00442	ADAMS	R.G.	07-01-68			1 9						
1670	75642	RONEMUS	J.W.	07-01-68			9						
1671	26633	FAUBER	W.E.	07-01-68		MIA				MIA			
1672	27155	FICKLEN, III	J.D.	07-01-68			1 9			CP DC9 ATL			
1673	25544	ENGELKE	H.L.	07-01-68			9			CP DC9 ATL			

1 = CURTAILED

2 = DISPLACED

3 = 28-G-6A - 15 MONTH LOCK

4 = 28-G-6B - 15 MONTH LOCK

5 = 28-G-1B - UPGRADE

6 = 28-J

7 = 28-I-3C

8 = 28-G-6A - 24 MONTH LOCK

A = WAIT FOR CP-727

B = WAIT FOR CP-DC9

C = GAIN FURTHER EXPERIENCE

U = UNASSIGNED

SUPERVISORY CODE

\* = 950 - DOMICILE

\* = 930 - TRAINING

S = SPECIAL

09/13/89

## PILOT LISTING BY SENIORITY NUMBER - REPORT 14

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MPS060R5

S	SNRTY	EMPL	N A M E	SRTY	AUG 01,89	ID	RET/BPT	OCT 01,89	ID	RET/BPT
C	NBR	NBR	LAST	DATE	CATEG.-DOM	1234	CATEG.-DOM-TYP	CATEG.-DOM	1234	CATEG.-DOM-TYP
1741	14874	CHRISTY	R.W.	08-12-68		1 79				
1742	89881	TORRES	C.T.	12-20-64						
1743	02247	AQUILINO	D.	08-26-68		1 9				
1744	23804	DUGGER	T.R.	08-26-68		9				
1745	96994	WILSON	H.A.	08-26-68	CP 757 MIA	8		CP 757 MIA		
1746	67590	PATTON JR	J.F.	08-26-68		9				
1747	52356	LEWICKI	J.A.	08-26-68		1 9		CP DC9 ATL		
1748	73420	RESING	M.L.	08-26-68		1 9				
1749	57581	MCCORMICK	J.M.	08-26-68		9				
1750	30382	GAMBLE	T.J.	08-26-68		1 79				
1751	58635	MC HENRY	J.R.	08-26-68		1 9				
1752	71573	PUZIO	J.E.	08-26-68		1 79				
1753	89875	TOOLE	O.A.	08-26-68		9				
1754	39981	HINMAN	R.J.	08-26-68	MIA			MIA		
1755	21516	DEETON	J.L.	08-26-68		9				
1756	23726	DUCKNORTH	T.O.	08-26-68		9		CP DC9 ATL		
1757	62144	MORGAN	K.S.	09-09-68	CP 757 MIA	1		CP 757 MIA		
1758	89714	TODD JR	M.D.	09-09-68		9				
1759	00448	ADAMS	J.L.	09-09-68		9				
1760	01290	BELAVAL	E.J.	12-20-64		1 9				
1761	91785	VIETMEYER	P.H.	09-09-68		1 9		CP DC9 ATL		
1762	67472	PASCHALL	R.L.	09-09-68		9		CP DC9 ATL		
1763	48840	KNEPPER	J.D.	09-09-68		1 9				
1764	88903	THOMPSON	W.L.	09-09-68		9				
1765	86803	SWAIN	J.W.	09-09-68		9				
1766	46904	KEMNA	D.A.	09-09-68		9				
1767	49500	KOSAK	G.F.	09-09-68		9				
1768	89717	TODESCA JR	C.J.	09-09-68		1 9				
1769	28564	FOSTER	R.W.	09-09-68		1 79		CP DC9 ATL	8	
1770	53442	LOSEE	J.D.	09-09-68		9		CP DC9 ATL		
1771	70313	POMPONIO JR	J.C.	09-09-68	FO LII MIA	1		CP 727 MIA	8	
1772	66454	OUZTS JR	J.F.	09-09-68		9		CP DC9 ATL		
1773	18054	COTTON	T.A.	09-09-68		9				
1774	81403	SIMPSON	L.R.	09-09-68		9				
1775	00836	ALEXANDER	F.J.	09-16-68	ATL			ATL		
1776	77449	SANDERS	J.M.	09-23-68		9				
1777	33122	GOITA	J.B.	09-23-68		1 9				
1778	05700	BENNETT	C.M.	09-23-68		1 9				
1779	57051	MC ATEE	J.L.	09-23-68		9				
1780	51936	LEHMANN	L.D.	09-23-68		9				
1781	47293	KERNS	R.L.	09-23-68	JFK	1		JFK		
1782	72830	REECE	W.B.	09-23-68	CP 757 ATL	8		CP 757 ATL		
1783	65342	OBERLANDER	D.H.	09-23-68		1 9		FO 300 ATL		
1784	27519	FISK	E.G.	09-23-68		9				
1785	96391	WILLIAMS	J.E.	09-23-68		9				
1786	19502	CURRAN	T.R.	09-23-68		1 9				
1787	22266	DICKMAN	G.A.	09-23-68		1 9		CP DC9 ATL	8	
1788	96386	WILLIAMS	J.C.	09-23-68		9		CP DC9 ATL		
1789	48760	KLUTHE	D.B.	09-23-68		9		CP DC9 ATL		
1790	18200	COMART	J.A.	09-23-68	CP 757 ATL	8		CP DC9 ATL		
1791	49819	KRITCHER	L.N.	10-07-68		1 9		CP 757 ATL		
1792	94294	WEIS	D.G.	10-07-68		9		CP 727 MIA		
1793	73769	RICHEY	G.G.	10-07-68	DCA			DCA		
1794	22060	DEMNUM	P.M.	10-07-68	CP DC9 ATL			CP 727 ATL	8	
1795	60516	MILLER	B.T.	10-07-68		1 79				
1796	06913	BLEAKLEY	R.A.	10-07-68		1 9				
1797	75311	ROGERS	T.E.	10-07-68		1 9				
1798	92500	WALKER	T.W.	10-07-68		9		CP DC9 ATL		
1799	91782	VIOLETT	R.S.	10-07-68	MIA			MIA		
1800	75957	ROSS	B.J.	10-07-68		9		CP DC9 ATL		
1801	90777	THITCHELL	L.L.	10-07-68		1 9				
1802	50314	LAIRD	R.M.	10-07-68		9				
1803	11951	CAFARELLI	W.M.	10-07-68	JFK			JFK		
1804	48285	KIRACOFE	R.L.	10-07-68		1 9				
1805	21974	DEMBO	W.P.	10-07-68		9				
1806	49651	KRAMER	S.	10-07-68	MIA			MIA		
1807	32111	GIMSON	F.A.	10-07-68		9				

1 = CURTAILED	5 = 28-G-1B - UPGRADE	A = WAIT FOR CP-727	SUPERVISORY CODE
2 = DISPLACED	6 = 28-J	B = WAIT FOR CP-DC9	* = 950 - DOMICILE
3 = 28-G-6A - 15 MONTH LOCK	7 = 28-L-3C	C = GAIN FURTHER EXPERIENCE	* = 930 - TRAINING
4 = 28-G-6B - 15 MONTH LOCK	8 = 28-G-6A - 24 MONTH LOCK	U = UNASSIGNED	@ = SPECIAL

09/13/89

## PILOT LISTING BY SENIORITY NUMBER - REPORT 14

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MPS060R5

S C	SNRTY NBR	EMPL NBR	LAST	N A	M E INIT	SRTY DATE	AUG 01,89 CATEG.-DOM	ID 1234	RET/BPT CATEG.-DOM-TYP	OCT 01,89 CATEG.-DOM	ID 1234	RET/BPT CATEG.-DOM-TYP
	1875	22067	DELARIA		D.J.	09-14-70	CP 727 DCA	1				
	1876	55284	MARCINEK		J.V.	09-14-70		1 9		CP 727 DCA		
	1877	55212	MAHANEY, JR		C.L.	09-14-70	MIA			CP 727 ATL	8	
	1878	77504	SANDERS		R.J.	09-14-70		1 9		MIA		
	1879	64014	NELSON		T.M.	09-14-70		1 9				
	1880	56180	MARX MILLER		H.G.	09-14-70		1 9				
	1881	62696	MOSS, JR		G.M.	09-14-70		1 9				
	1882	11336	BURNS		R.D.	09-14-70		1 9				
	1883	78414	SCHNEIDER		P.J.	09-14-70						
	1884	49810	KRIEPS		R.N.	09-14-70		1 9		CP DC9 ATL	8	
	1885	67324	PARSONS		D.W.	09-14-70		1 9				
	1886	93084	MARFIELD		S.B.	09-14-70		1 9				
	1887	51743	LEE		A.R.	09-14-70		1 9				
	1888	93820	WEAVER		G.G.	09-14-70		1 9				
	1889	54463	MAC DONELL		D.M.	09-14-70		1 9				
	1890	97010	WILSON		K.T.	09-14-70		1 9				
	1891	91008	LINGER		R.L.	09-14-70		1 9				
	1892	86814	SWANSON		D.B.	09-14-70		1 9		CP 727 ATL	8	
	1893	59285	MC NEAR		G.F.	09-14-70		1 9				
	1894	16395	COLLINS		N.L.	09-14-70		1 9				
	1895	61226	MITCHELL		T.L.	09-14-70		1 9				
	1896	50465	LANCASTER, JR		C.A.	09-14-70		1				
	1897	10587	BRYANT		J.A.	09-21-70		1 9				
	1898	60236	MILIO		V.E.	09-21-70	MIA	1 5		MIA		
	1899	85117	STEPAN		D.J.	09-21-70		1 9				
	1900	78093	SCHIRO		F.	09-21-70	JFK					
	1901	34845	GROSENHEIDER		L.D.	09-21-70		1 9		JFK		
	1902	28447	FORREST, JR.		J.E.	09-21-70		1 9		CP 727 ATL	8	
	1903	26383	FAGAN		T.E.	09-21-70		1 9				
	1904	86323	STRONG		D.B.	09-21-70		1 9				
	1905	51715	LEDGER		W.F.	09-21-70		1 9				
	1906	23697	DUBLIN		R.S.	09-21-70	BOS			BOS		
	1907	53437	LORANGER		R.W.	09-21-70		1 79				
	1908	14429	CHEADLE		J.H.	09-21-70		1 9				
	1909	92135	VOUDY		J.E.	10-05-70		1 9				
	1910	86662	SUTPHIN		S.D.	10-05-70	MIA			CP DC9 ATL	8	
	1911	73383	RENMART		M.P.	10-05-70		1 9		MIA		
	1912	65534	ODOM		G.B.	10-05-70		1 9				
	1913	91328	VANDETTE JR		M.A.	10-05-70		1 9		FO 300 JFK		
	1914	11330	BURKE		J.P.	10-05-70	CP 757 ATL	1		CP 757 ATL		
	1915	06438	BIRKE		T.S.	10-05-70		1 9				
	1916	94432	WELLS		D.A.	10-05-70		1 9				
	1917	39297	HESSLER JR		R.R.	10-05-70		1 9				
	1918	63425	MURRAY		T.O.	10-05-70	JFK			CP DC9 ATL	8	
	1919	88594	THOMAS		F.E.	10-05-70		1 9		JFK		
	1920	24113	DUNN		L.J.	10-05-70		1 9				
	1921	81142	SIMMONS		R.H.	10-05-70		1 9		FO L11 MIA	R	158
	1922	20115	DANSKIN		K.H.	10-05-70		1 79				
	1923	76499	RUPERT II		J.F.	10-05-70		1 9		FO L11 JFK	8	
	1924	39403	HICKMAN JR		E.H.	10-05-70		1 9		FO 727 MIA	R	
	1925	76610	RUSSELL		J.A.	10-05-70		1 9				
	1926	15462	CLEVELAND		R.G.	10-05-70		1 9				
	1927	39116	HERNANDEZ		G.E.	10-19-70	MIA	1 9				
	1928	70105	POE		A.K.	10-19-70		1 9				
	1929	93217	WARZOKA		D.C.	10-19-70		1 9				
	1930	75820	ROSENTHAL		E.J.	10-19-70		1 9				
	1931	75334	ROGERS		D.H.	10-19-70		1 9				
	1932	79778	SEXTON		J.R.	10-19-70		1 9				
	1933	31822	GILBERT		L.A.	10-19-70		1 9				
	1934	80766	SHORTAL		D.L.	10-19-70		1 9				
	1935	59176	MC MILLEN		M.F.	10-19-70		1 9				
	1936	20643	DAVISON		M.I.	10-19-70		1 9				
	1937	60557	MILLER		J.A.	10-19-70		1 9				
	1938	50043	KURZ		E.S.	10-19-70		1 79		FO 300 MIA	R	
	1939	62699	MOSS		R.	10-19-70		1 79		CP DC9 ATL	8	
	1940	84545	STANFIELD		C.R.	10-19-70		1 9				
	1941	46621	HUGGINS JR.		C.T.	10-19-70	JFK	1		JFK		

1 = CURTAILED  
2 = DISPLACED  
3 = 28-G-6A - 15 MONTH LOCK  
4 = 28-G-6B - 15 MONTH LOCK

IDENT CODE  
5 = 28-G-1B - UPGRADE  
6 = 28-J  
7 = 28-L-3C  
8 = 28-G-6A - 24 MONTH LOCK

SUPERVISORY CODE  
A = WAIT FOR CP-727  
B = WAIT FOR CP-DC9  
C = GAIN FURTHER EXPERIENCE  
U = UNASSIGNED

\* = 950 - DOMICILE  
# = 930 - TRAINING  
@ = SPECIAL



09/13/89

## PILOT LISTING BY SENIORITY NUMBER - REPORT 14

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MPS060RS

S C	SNRTY NBR	EMPL NBR	N LAST	A M	E INIT	SRTY DATE	AUG 01,89 CATEG.-DOM	ID 1234	RET/BPT CATEG.-DOM-TYP	OCT 01,89 CATEG.-DOM	ID 1234	RET/BPT CATEG.-DOM-TYP
	2009	25060	EKISS		C.M.	01-04-71	IAH			IAH		
	2010	95641	WHITNEY		J.C.	01-04-71		1 9				
	2011	76422	RUBY		D.F.	01-04-71		1 9				
	2012	31631	GIBSON		M.L.	01-04-71		1 9				
	2013	40403	HODGSON JR		H.C.	01-04-71		1 9				
	2014	63001	MUMAW		J.J.	01-04-71		1 9				
	2015	19470	CUNNINGHAM		L.	01-04-71		1 9				
	2016	50960	LARSON		A.C.	01-04-71		1 79				
	2017	33447	GRAHAM		G.W.	01-04-71		1 9				
	2018	30201	GALANTE		D.	01-04-71		1 9				
	2019	21470	DEL PIZZO JR		C.W.	01-04-71		9				
	2020	39667	HIGH JR		J.R.	01-04-71		1 79				
	2021	22073	DETMILLER		T.L.	01-04-71	ATL			ATL		
	2022	15502	CLEMENTS JR		F.P.	01-18-71		1 79		FO 111 JFK	8	
	2023	92980	WALTER JR		R.W.	01-18-71		1 9				
	2024	18150	COULTER		G.H.	01-18-71		1 9				
	2025	54268	LYNCH III		P.M.	01-18-71		1 9				
	2026	69711	PIETRO		R.L.	01-18-71	ATL			ATL		
	2027	89210	THORNE		J.R.	01-18-71		1 9				
	2028	51213	LAURIA		L.J.	01-18-71		1 9		CP 727 MIA	8	
	2029	42551	HUNTER		D.R.	01-18-71		1 9				
	2030	95804	WIKI JR		D.W.	01-18-71		1 79				
	2031	67245	PARKINSON		R.E.	01-18-71		1 9		CP 727 MIA	8	
	2032	04775	BAUGH		H.L.	01-18-71		1 9				
	2033	39578	HIERRO		H.L.	01-18-71		1 9				
	2034	16394	COLE		R.W.	01-18-71						
	2035	06042	BERMAN		W.L.	01-18-71		9				
	2036	76761	RUST		R.H.	01-25-71		1 79				
	2037	79804	SEYMOUR		J.C.	01-25-71		1 9				
	2038	67389	PARRY		R.A.	01-25-71		1 9				
	2039	47025	KENNEDY		A.F.	01-25-71		9				
	2040	19473	CUNNINGHAM		L.J.	01-25-71		1 79				
	2041	06165	BEVER		M.R.	01-25-71		1 79				
	2042	90712	TURBERVILLE		W.R.	01-25-71		1 9				
	2043	58489	MCGONAGLE		J.D.	01-25-71	MIA	1		MIA		
	2044	24102	DUNLAP		R.S.	01-25-71		9				
	2045	53541	LOVE		F.W.	01-25-71		1 9				
	2046	70540	PORTER		J.C.	01-25-71		9				
	2047	66244	ORR JR		E.A.	01-25-71		1 9				
	2048	69545	PHINNEY		R.A.	01-25-71		1 9		CP 727 MIA	8	
	2049	70539	PORTER		D.R.	01-25-71		9				
	2050	67497	PASTERIS		J.D.	01-25-71		1 9				
	2051	80105	SHEA JR		J.M.	02-15-71	CP 757 MIA	8		CP 757 MIA		
	2052	03598	BALDWIN		L.S.	02-15-71		1 79				
	2053	29922	FLANKE		V.R.	02-15-71		1 9				
	2054	86507	SUE		J.E.	02-15-71		9				
	2055	12652	CARACCILO		R.P.	02-15-71	DCA			DCA		
	2056	05503	BELL		D.R.	02-15-71		1 9				
	2057	22084	DENICOLA JR		V.J.	02-15-71		1 9				
	2058	28172	FONTANA		F.J.	02-15-71		1 9				
	2059	26554	FAHN		C.L.	02-15-71		1 9				
	2060	43422	IVERSON JR		R.W.	02-15-71		1 9				
	2061	38609	HELTBRAN		G.A.	02-15-71		1 9				
	2062	39850	HILLIARD		H.F.	03-06-72		1 9				
	2063	72065	RAMOS		L.D.	12-20-64	ATL	1		ATL		
	2064	91443	VARRIANO		P.G.	03-06-72		1 9				
	2065	82659	SMITH		R.E.	03-06-72		1 9				
	2066	96658	WILLIAMS		L.D.	03-06-72		1 9				
	2067	04312	BAQUE III		F.	03-06-72		1 9		FO 300 MIA	R	
	2068	92336	MAID		D.P.	03-06-72		1 9				
	2069	32690	GOLDEN		R.T.	03-06-72		1 9				
	2070	30092	GAFFNEY		W.T.	04-06-72		1 9				
	2071	41870	HOWELL		J.D.	04-06-72		9				
	2072	72370	ROSKENS		T.L.	04-06-72		9				
	2073	78177	SCHANZLIN		D.N.	04-06-72		1 9				
	2074	43258	INGLE, JR		E.C.	04-06-72	ATL			ATL		
	2075	65467	STENARD		D.E.	04-06-72		9		FO 111 MIA	R	

1 = CURTAILED  
2 = DISPLACED5 = 28-G-18 - UPGRADE  
6 = 28-J

3 = 28-G-6A - 15 MONTH LOCK

7 = 28-L-3C

4 = 28-G-6B - 15 MONTH LOCK

8 = 28-G-6A - 24 MONTH LOCK

A = WAIT FOR CP-727  
B = WAIT FOR CP-DC9  
C = GAIN FURTHER EXPERIENCE  
U = UNASSIGNEDSUPERVISORY CODE  
\* = 950 - DOMICILE  
# = 930 - TRAINING  
@ = SPECIAL

09/13/89

## PILOT LISTING BY SENIORITY NUMBER - REPORT 14

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MPS060RS

S	SNRTY	EMPL	N A	M E	SRTY	AUG 01,89	ID	RET/BPT	OCT 01,89	ID	RET/BPT
C	NBR	NBR	LAST	INIT	DATE	CATEG.-DOM	1234	CATEG.-DOM-TYP	CATEG.-DOM	1234	CATEG.-DOM-TYP
	2143	97302	WIRTH	R.G.	07-24-72	JFK			JFK		
	2144	15119	CLEMENT	T.E.	07-24-72		1 9				
	2145	55223	MANOR	S.R.	07-24-72		1 79				
	2146	75345	RODRIGUEZ	J.	07-19-65		1 9				
	2147	23142	DORSEY	F.A.	07-24-72		1 9				
	2148	24220	DUPLISSEY	G.R.	07-24-72		1 9				
	2149	17860	CORBETT	E.M.	07-24-72		1 9				
	2150	84018	SPETH	H.L.	07-24-72		1 9				
	2151	68660	PERKINS, III	B.R.	07-24-72		1 9				
	2152	30068	GADD, JR	R.T.	07-24-72		1 9				
	2153	91351	VAN MOOSEAR	L.L.	07-31-72	CP 727 ATL	1		CP 727 ATL		
	2154	77750	SAMDON	H.J.	07-31-72		1 79				
	2155	21094	DANSON	C.N.	07-31-72		1 9				
	2156	33453	GOODLAD	J.H.	07-31-72		1 9				
	2157	29351	FREY	S.L.	07-31-72		1 9				
	2158	37836	HAUPT	M.T.	07-31-72		9				
	2159	01262	ANDERSEN	R.N.	07-31-72	BOS			BOS		
	2160	80778	SHOUN	J.M.	07-31-72		1 9				
	2161	31085	GAZDA	R.S.	07-31-72		1 79		FO 727 JFK		
	2162	62762	MOYLAN	D.E.	07-31-72		1 9				
	2163	95396	WHITE	R.L.	07-31-72		1 9		CP DC9 ATL	8	
	2164	90720	TURNIPSEED	J.D.	07-31-72	CP 727 MIA	8		CP 727 MIA		
	2165	59891	MENDEZ	E.	07-19-65		1 9		FO 757 MIA	8	
	2166	42216	HUEY	J.S.	07-31-72		1 9				
	2167	71183	PROCTOR JR	R.R.	07-31-72	CP 727 ATL	1		CP 727 ATL		
	2168	12147	CALDWELL	Q.M.	07-31-72		1 9				
	2169	20655	DAVIS	J.H.	07-31-72		1 9				
	2170	61230	MITCHELL	D.S.	07-31-72		1 9		FO 727 MIA		
	2171	43277	INGRAHAM	C.A.	08-07-72		1 9				
	2172	15758	CASSIDY	B.B.	08-07-72		1 9				
	2173	33474	GRAY II	J.E.	08-07-72		1 9				
	2174	72478	HAULINS	J.M.	08-07-72		1 9				
	2175	27416	FISCHLEY	J.H.	08-07-72		1 9				
	2176	50609	LANDES	C.W.	08-07-72		1 9				
	2177	06187	BEATTIE	D.G.	08-07-72		1 9		CP DC9 ATL	8	
	2178	28557	FOSTER	B.J.	08-07-72		1 9				
	2179	66006	OLSON	K.D.	08-07-72		1 79				
	2180	81410	SIMS	A.P.	08-07-72		1 79				
	2181	11373	BUCHANAN	M.J.	08-07-72		1 9				
	2182	78439	SCHOGGEN	B.G.	08-07-72		1 9				
	2183	91332	VAN HOY	L.N.	08-07-72		1 9				
	2184	72386	RAST	T.G.	08-07-72		1 9				
	2185	85212	STEPHENS	R.B.	08-07-72		1 9				
	2186	11360	BURNS	D.R.	08-07-72		1 9				
	2187	46467	KEARNEY	S.G.	08-07-72		1 9				
	2188	54512	MAC CARTEY	H.G.	08-07-72		1 9				
	2189	15480	CLEM	C.L.	08-07-72		1 9		CP DC9 ATL	8	
	2190	32301	GLASS III	B.E.	08-07-72		1 9				
	2191	06597	BISHOPP, JR	F.T.	08-07-72		1 9				
	2192	26550	FARRELL	R.L.	10-09-72		1 79		CP DC9 ATL	8	
	2193	64715	NIEMANN	H.L.	10-09-72		1 9				
	2194	06392	BILLISON	T.J.	10-09-72		1 9				
	2195	47096	KENT	J.H.	10-09-72		1 9				
	2196	79005	SCOTT	M.R.	10-09-72		1 9				
	2197	83802	SOUDERS	J.E.	10-09-72		1 9				
	2198	79709	SETTLES	B.H.	10-09-72		1 9				
	2199	84398	STAIR	D.L.	10-09-72		1 9				
	2200	28448	FORREST	D.W.	10-09-72	CP 727 ATL	1 7		CP 727 ATL		
	2201	91052	URSO	M.T.	10-09-72		1 9				
	2202	33462	GRASSIA	J.	10-09-72	CP 727 MIA	1		CP 727 MIA		
	2203	17974	COTTER	S.B.	10-09-72		1 79		CP DC9 ATL	8	
	2204	16051	COFFEY	B.E.	10-09-72		1 9				
	2205	14754	CHIRINO	R.E.	10-09-72		1 9		FO D10 MIA	8	
	2206	78100	SCHUELE	R.H.	10-09-72		1 9				
	2207	35752	HALL	L.B.	10-09-72		1 9				
	2208	73384	RENZI	A.J.	10-16-72		1 9				
	2209	59939	MERLY	H.M.	07-19-65		1 9				

1 = CURTAILED	5 = 28-G-18 - UPGRADE	A = WAIT FOR CP-727	SUPERVISORY CODE
2 = DISPLACED	6 = 28-J	B = WAIT FOR CP-DC9	* = 950 - DOMICILE
3 = 28-G-6A - 15 MONTH LOCK	7 = 28-L-3C	C = GAIN FURTHER EXPERIENCE	* = 930 - TRAINING
4 = 28-G-6B - 15 MONTH LOCK	8 = 28-G-6A - 24 MONTH LOCK	U = UNASSIGNED	3 = SPECIAL

09/13/89

## PILOT LISTING BY SENIORITY NUMBER - REPORT 14

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S	SNRTY	EMPL	N	A	M	E	SRTY	AUG 01,89	ID	RET/BPT	OCT 01,89	ID	RET/BPT
C	NBR	NBR	LAST	INIT	DATE	CATEG.-DOM	1234	CATEG.-DOM-TYP	CATEG.-DOM	1234	CATEG.-DOM-TYP		
2277	83248	SMITH	C.E.	01-29-73			1 9			CP DC9 ATL	8		
2278	58819	MCTIGHE	D.W.	01-29-73			1 9						
2279	06932	BROCKE	M.N.	01-29-73			1 9						
2280	06444	BALUKONIS	V.J.	01-29-73			1 79						
2281	35604	HAHN	B.L.	01-29-73			1 9						
2282	41402	HOFFMANN	D.S.	01-29-73			1 9						
2283	79262	SEARLS	R.R.	01-29-73			1 9						
2284	06892	BERNIE 111	T.S.	01-29-73			1 79						
2285	54420	MACDONALD	Q.H.	02-12-73		MIA				MIA			
2286	53854	LOY	D.A.	02-12-73			1 9						
2287	16049	COGAN	C.C.	02-12-73			1 9						
2288	77060	SABO	W.J.	02-12-73			1 9						
2289	72954	REEVES	J.L.	02-12-73			1 9						
2290	76140	ROME	S.D.	02-12-73			1 9						
2291	51255	LAYERNE	J.L.	02-12-73			1 9						
2292	68662	PERO	K.F.	02-12-73			1 9						
2293	87720	TAYLOR 111	T.L.	02-12-73			9			CP DC9 ATL	8		
2294	37144	HARBOTTLE	J.C.	02-12-73			1 79						
2295	42095	HURLEY	R.L.	02-12-73			1 9						
2296	90724	TURMAN	J.B.	02-12-73			1 9			CP DC9 ATL	8		
2297	11720	BUTLER	D.S.	02-12-73			1 9						
2298	06928	BELMAN	L.J.	02-12-73			1 9			CP DC9 ATL	8		
2299	94654	WERNER	R.C.	02-12-73			1 9						
2300	36119	HANSFORD	R.	02-12-73			1 79						
2301	49408	KOPP	G.L.	02-19-73			1 9						
2302	33478	GOULDING	H.H.	02-19-73			1 9						
2303	06890	BERGHANE	D.A.	02-19-73			1 9			CP DC9 ATL	8		
2304	40123	HIPPS	L.J.	02-19-73			1 79						
2305	25477	EMERY	J.C.	02-19-73			1 79			CP DC9 ATL	8		
2306	06869	BATTON	C.L.	02-23-73			9						
2307	72570	RAY	R.L.	02-23-73			1 9						
2308	65966	OLMSTED	F.S.	02-23-73			1 9						
2309	56318	MATTHEWS	P.M.	05-22-67			1 9			CP 727 ATL	8		
2310	78372	SCHNEPEL	E.D.	02-23-73			1 9						
2311	31380	GEORGE	W.B.	02-23-73			1 9						
2312	93630	WATT	A.K.	02-26-73			1 79						
2313	95743	WILLIS	H.P.	02-26-73			1 9						
2314	00108	ASHCRAFT	B.L.	02-26-73			1 9						
2315	15993	COCUZZO	D.J.	02-26-73			1 9			FD 727 JFK			
2316	95744	WILSON	W.R.	02-26-73			1 9						
2317	86711	SUTTON	D.F.	02-26-73			1 9						
2318	57519	MCCONNELL	V.I.	02-26-73			1 9			CP DC9 ATL	58		
2319	41872	HOWE	C.L.	02-26-73			1 79						
2320	70679	POE JR	T.H.	02-26-73			1 9						
2321	64561	NICHOLSON	W.T.	02-26-73	CP 757 JFK		8			CP 757 JFK			
2322	19859	DALTON	F.E.	02-26-73			1 9						
2323	62570	MORTENSEN	J.D.	02-26-73			1 9						
2324	65972	OLSEN	G.K.	02-26-73			1 9						
2325	66563	OVERHOLSER	M.W.	02-26-73			1 9						
2326	00107	ANZALONE	T.A.	02-26-73			1 9						
2327	65843	OLDFIELD	D.A.	02-26-73			1 9						
2328	84725	STARZYK	E.S.	02-26-73			1 9						
2329	63151	MUNOZ	D.A.	05-22-67			9						
2330	32009	GILMORE	S.M.	02-26-73			1 79						
2331	56316	MASON JR	J.A.	02-26-73			9						
2332	15891	COAR JR	H.G.	02-26-73	ATL					ATL			
2333	61844	MOORE	R.E.	02-26-73			9			CP 727 ATL	8		
2334	07026	BAILEY JR	C.D.	02-26-73			1 9						
2335	07132	BERTIAUX JR	K.W.	02-26-73			1 9						
2336	70841	PREIS	M.J.	02-26-73			9						
2337	44830	JOHNSON	L.J.	02-26-73			1 9						
2338	45822	JORDAN	A.A.	02-26-73			1 9						
2339	39624	HIGGINS	R.F.	02-26-73			1 9			CP DC9 ATL	8		
2340	37146	HARVEY	J.A.	03-02-73			1 9						
2341	30702	GANSE	T.L.	03-02-73			1 9						
2342	66547	OSTROZNY	N.J.	03-12-73			9						
2343	31896	GILES JR	J.T.	03-12-73			1 9			CP DC9 ATL	8		

1 = CURTAILED  
2 = DISPLACED3 = 28-G-6A - 15 MONTH LOCK  
4 = 28-G-6B - 15 MONTH LOCK5 = 28-G-1B - UPGRADE  
6 = 28-J7 = 28-L-3C  
8 = 28-G-6A - 24 MONTH LOCKA = WAIT FOR CP-727  
B = WAIT FOR CP-DC9C = GAIN FURTHER EXPERIENCE  
U = UNASSIGNED

SUPERVISORY CODE

X = 950 - DOMICILE

Z = 930 - TRAINING

Q = SPECIAL

09/13/89

## PILOT LISTING BY SENIORITY NUMBER - REPORT 14

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S C	SNRTRY NBR	EMPL NBR	LAST	N A	M E INIT	SRTY DATE	AUG 01,89 CATEG.-DOM	ID 1234	RET/BPT CATEG.-DOM-TYP	OCT 01,89 CATEG.-DOM	ID 1234	RET/BPT CATEG.-DOM-TYP
	2411	15832	COANE		C.M.	04-09-73		1 8				
	2412	84182	SPITLER		D.N.	04-13-73	MIA					
	2413	81532	SISCA		R.R.	04-13-73		1 9				
	2414	07842	BARRIOS		J.V.	04-13-73		1 9				
	2415	93027	HARE JR		C.M.	04-13-73		9		CP DC9 ATL	8	
	2416	53142	LOFTUS		T.P.	04-13-73		1 9				
	2417	35763	HALL		E.M.	04-19-73		1 9				
	2418	49853	KRUGER		J.R.	04-19-73		9				
	2419	07248	BOK		F.C.	04-19-73		1 9				
	2420	41749	HOWARD		J.M.	04-19-73	CP 727 ATL	1				
	2421	38453	HEINRICH		A.P.	04-19-73		1 9		CP 727 ATL		
	2422	70216	POELLET		H.F.	04-27-73		1 9				
	2423	33450	GRAFF		J.K.	04-27-73		1 9				
	2424	61486	MOLINARO		J.M.	04-27-73		1 9				
	2425	97771	WOODHAM		J.H.	04-27-73	CP DC9 ATL	8				
	2426	61961	MORA		C.A.	04-30-73		1 9		CP DC9 ATL		
	2427	16017	COLLIER		M.R.	07-10-67		9		CP 727 JFK	8	
	2428	61847	MOORE		L.G.	04-30-73		1				
	2429	60933	MINEHAN		M.J.	04-30-73		9				
	2430	53445	LOSSMANN		W.H.	04-30-73	CP 727 MIA	8				
	2431	07844	BOONE		D.W.	04-30-73		1 9		CP 727 MIA		
	2432	24937	EGLAND		L.D.	04-30-73	MIA			CP UC9 ATL	8	
	2433	24727	EBELING JR		D.E.	04-30-73		1 9		MIA		
	2434	26671	FAY		T.L.	04-30-73	CP 757 JFK	8				
	2435	23041	DONOVAN		S.R.	04-30-73		1 9		CP 757 JFK		
	2436	56449	MATT JR		H.A.	04-30-73	CP 727 MIA	8				
	2437	44029	JAYE		M.D.	04-30-73	MIA			CP 727 MIA		
	2438	97877	MOOLLEY		R.E.	04-30-73		9		MIA		
	2439	40163	HISEY		J.M.	04-30-73	ATL	1				
	2440	34757	GROSKOPF		J.H.	04-30-73		9		ATL		
	2441	29700	FUHRMAN		R.G.	04-30-73		1 9				
	2442	27437	FISCHER		G.E.	04-30-73		9				
	2443	07786	BISSINGER JR		H.R.	04-30-73		9				
	2444	19671	CUTRER		J.P.	04-30-73		1 9		CP DC9 ATL	8	
	2445	29965	FURLONG		J.P.	05-01-73		9				
	2446	22114	DENTON		M.R.	05-14-73		1 79				
	2447	36356	HANSEN		G.K.	05-14-73		1 9				
	2448	13966	CHAMPAGNE		C.M.	05-14-73		1 79		FO 727 JFK		
	2449	20650	DAVIDSON		H.F.	05-14-73		1 79		CP DC9 ATL	8	
	2450	19993	DANAHY		J.M.	05-14-73		1 9				
	2451	82662	SMITH		J.G.	05-14-73		1 79				
	2452	57143	MCCARTHY		J.A.	05-14-73		1 9		CP 727 ATL	8	
	2453	96659	WILLIAMS		D.E.	05-14-73		9				
	2454	23006	DONAHUE		W.S.	05-14-73		1 9				
	2455	74781	ROBERTS III		A.J.	05-14-73		1 9				
	2456	71205	PROSSER JR		W.W.	05-14-73		1 9				
	2457	30383	GAMBARDILLA JR		A.M.	05-14-73		1 9				
	2458	26811	FELIU		J.E.	05-14-73		1 9		FO 727 MIA		
	2459	61493	MONNAR		E.	05-14-73	MIA			MIA		
	2460	50460	LANDA		G.	05-14-73	MIA	1		CP 727 MIA		
	2461	08218	BARRETT		B.J.	05-14-73	MIA			MIA		
	2462	78098	SCHERTZ		J.H.	08-13-73	JFK	1 5				
	2463	01284	AYRES		G.C.	08-13-73		9				
	2464	10749	BUCHANAN		H.E.	08-13-73		1 79		FO 111 JFK	8	
	2465	82663	SMITH		C.L.	08-13-73		1 9				
	2466	08894	BERGSTROM		S.Y.	08-13-73		1 9			1 9	
	2467	52200	LEVY		M.A.	08-13-73		1 9				
	2468	31415	GERNDT		G.L.	08-13-73		1 9				
	2469	97845	WOODRUFF		B.H.	08-13-73		1 9				
	2470	72200	RAMSHUR		J.C.	08-13-73		1 9				
	2471	34981	GRUTERS		G.D.	08-13-73		1 79				
	2472	40628	HOLBERT		S.E.	08-13-73		1 9				
	2473	08902	BOESZ		D.L.	08-13-73		1 9				
	2474	33466	GRAHAM		M.A.	08-13-73		1 9				
	2475	34848	GROTE		B.L.	08-13-73		1 9				
	2476	10750	BUEHLER		P.A.	08-13-73		1 9				
	2477	13760	CARESS		M.I.	08-13-73		1 9				

1 = CURTAILED  
2 = DISPLACED  
3 = 28-G-6A - 15 MONTH LOCK  
4 = 28-G-6B - 15 MONTH LOCK

IDENT CODE  
5 = 28-G-1B - UPGRADE  
6 = 28-J  
7 = 28-L-3C  
8 = 28-G-6A - 24 MONTH LOCK

A = WAIT FOR CP-727  
B = WAIT FOR CP-DC9  
C = GAIN FURTHER EXPERIENCE  
U = UNASSIGNED

SUPERVISORY CODE  
\* = 950 - DOMICILE  
# = 930 - TRAINING  
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09/13/89

## PILOT LISTING BY SENIORITY NUMBER - REPORT 14

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MPS060R5

S C	SNRTY NBR	EMPL NBR	LAST	N A	M E INIT	SRTY DATE	AUG 01,89 CATEG.-DOM	ID 1234	RET/BPT CATEG.-DOM-TYP	OCT 01,89 CATEG.-DOM	ID 1234	RET/BPT CATEG.-DOM-TYP
	2545	48375	KIRMIS		D.C.	11-20-78		1 9				
	2546	53402	LORBER		A.E.	11-20-78		1 9				
	2547	91729	VICIAN		D.J.	11-20-78		9				
	2548	01238	ANDERSON		M.D.	11-20-78		9				
	2549	07849	BOSCH		S.J.	11-20-78	JFK	85		JFK		
	2550	00845	ALEXANDER		F.M.	11-21-78		1 9				
	2551	06950	BLESSING		P.E.	12-04-78		1 9				
	2552	28043	FONG		G.W.	12-04-78	FO L11 MIA	1		FO L11 MIA		
	2553	19074	CROWTHER		D.A.	12-04-78		1 9				
	2554	92395	WALKER		P.H.	12-04-78		1 9				
	2555	59175	MCNILLIN		B.D.	12-04-78		1 9				
	2556	09285	BRIGHT		J.H.	12-04-78		1 79				
	2557	37702	HARTMICK		M.L.	12-04-78		1 9				
	2558	95271	WHITE		M.A.	12-04-78		1 9				
	2559	52246	LEVY		D.D.	12-04-78	CP 757 JFK	8		CP 757 JFK		
	2560	85566	STEWART		J.T.	12-04-78		1 9				
	2561	08119	BOHER		H.S.	12-04-78		1 9				
	2562	90957	UNLAND		D.C.	12-04-78		1 9				
	2563	54927	MALARZ		R.C.	12-04-78		9				
	2564	16822	CONDON JR		G.W.	12-18-78		1 79				
	2565	18008	COSTON		C.L.	12-18-78		9				
	2566	41698	HOUSE		R.G.	12-18-78		1 9				
	2567	42783	HURON		R.C.	12-18-78		1 9				
	2568	59229	MCNILLAN		B.D.	12-18-78		1 9		CP 727 ATL	8	
	2569	21965	DESORNEY		L.M.	12-18-78		1 9				
	2570	71807	RADCLIFF		C.T.	12-18-78		9				
	2571	49317	KOLL		R.L.	12-18-78	CP DC9 ATL	1		CP DC9 ATL		
	2572	52680	LIONETTI		G.D.	12-18-78		1 9				
	2573	67615	PAYNE		J.S.	12-18-78		1 9				
	2574	51191	LAUER		R.C.	12-18-78		1 9				
	2575	40928	HOLZ		L.N.	12-18-78		1 9				
	2576	75976	ROTH		B.L.	12-18-78		1 9		CP DC9 ATL	8	
	2577	61498	MONBECK		J.H.	12-19-78		1 9				
	2578	40804	HOLLAND		M.P.	01-04-79		1 9				
	2579	10984	BURDICK		E.W.	01-04-79		1 9				
	2580	94263	WEISS		E.H.	01-04-79		1 9				
	2581	68960	PETERSON		M.E.	01-04-79		1 9		CP DC9 ATL	8	
	2582	15268	CLARK III		M.T.	01-04-79		1 9				
	2583	40645	HOLBERG		C.L.	01-04-79		1 9				
	2584	23147	DORTICOS		R.H.	01-04-79		1 9				
	2585	38020	HAYNES		T.J.	01-04-79		1 79				
	2586	86196	STRAUSS		S.F.	01-04-79		1 9				
	2587	80502	SHERMAN		C.M.	01-04-79		1 9				
	2588	01694	ANDERSON		J.H.	01-18-79		9				
	2589	80334	SHEPARD		G.C.	01-18-79		1 9				
	2590	42138	HUDSON		G.E.	01-18-79		1 9				
	2591	65682	OGDEN		T.H.	01-18-79		1 9				
	2592	03215	BADER		H.G.	01-18-79		9				
	2593	57294	MCCARTY		G.L.	01-18-79		1 9				
	2594	17699	CORBETT JR		C.E.	01-18-79		1 9				
	2595	50586	LANGEL		M.A.	01-18-79		1 9				
	2596	15240	CLARK		F.X.	01-18-79		1 9		CP DC9 ATL	8	
	2597	85067	STENGEL		S.N.	01-18-79		9		CP DC9 ATL	8	
	2598	38814	HENRY		T.C.	01-18-79		1 9				
	2599	27233	FINCH		R.A.	01-31-79		9				
	2600	54274	LYNSKEY		P.C.	01-31-79		1 79		ATL	8	
	2601	03210	BADODU		M.W.	01-31-79		1 9				
	2602	65833	OLAUGHLIN		T.J.	01-31-79		1 9				
	2603	38497	HEINS		P.S.	01-31-79		9				
	2604	76907	RYAN		Y.R.	01-31-79		9				
	2605	02797	ATKINS		H.B.	01-31-79		1 9				
	2606	25952	EVANS		D.L.	01-31-79		9				
	2607	03370	BAILEY JR		H.B.	01-31-79		1 9				
	2608	57173	MCCAFFERTY		E.S.	01-31-79		1 9				
	2609	01123	ALLISON		T.J.	01-31-79		1 9				
	2610	58749	MCKEEVER		D.V.	01-31-79		1 9				
	2611	93607	WATSON		M.O.	01-31-79	CP DC9 ATL	1		CP DC9 ATL		

1 = CURTAILED  
2 = DISPLACED  
3 = 28-G-6A - 15 MONTH LOCK  
4 = 28-G-6B - 15 MONTH LOCK

IDENT CODE  
5 = 28-G-1B - UPGRADE  
6 = 28-J  
7 = 28-L-3C  
8 = 28-G-6A - 24 MONTH LOCK

A = WAIT FOR CP-727  
B = WAIT FOR CP-DC9  
C = GAIN FURTHER EXPERIENCE  
U = UNASSIGNED

SUPERVISORY CODE  
\* = 950 - DOMICILE  
# = 930 - TRAINING  
@ = SPECIAL

09/13/89

## PILOT LISTING BY SENIORITY NUMBER - REPORT 14

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MPS060RS

S C	SNRTY NBR	EMPL NBR	LAST	N A M E	SRTY INIT	DATE	AUG 01,89 CATEG.-DDM	ID 1234	RET/BPT CATEG.-DOM-TYP	OCT 01,89 CATEG.-DDM	ID 1234	RET/BPT CATEG.-DOM-TYP
	2679	95374	WHITEHEAD	P.M.		07-25-79		9				
	2680	52348	LEMIS	R.C.		07-25-79		1 9				
	2681	78802	SCHWARTZ	J.G.		07-25-79		1 9				
	2682	64895	NOLAN JR	J.E.		07-25-79	JFK			JFK		
	2683	79523	SELTENRIGHT	R.		07-25-79		1 9		CP DC9 ATL	8	
	2684	12041	CALDWELL JR	D.E.		07-25-79		1 9				
	2685	92199	MADDELL	R.K.		07-25-79		1 9				
	2686	26891	FENNELL	G.M.		07-25-79		1 9				
	2687	36505	HARBAGE	J.C.		07-25-79		1 9				
	2688	56642	MAULDIN	M.S.		07-25-79		1 9				
	2689	83796	SPARGER	R.K.		07-25-79		1 9				
	2690	94453	WELLS	L.C.		07-25-79		9		CP DC9 ATL	8	
	2691	66437	QUELLETTE	R.M.		07-25-79		1 9				
	2692	12372	CAMP JR	J.A.		08-22-79		1 9				
	2693	57126	MCBARNETTE	C.W.		08-22-79		1 9				
	2694	50305	LAYNE	J.R.		08-22-79		1 9		CP DC9 ATL	8	
	2695	15310	CLAUSSEN	D.M.		08-22-79		1 9				
	2696	34328	GRIFFIN	J.S.		08-22-79		9				
	2697	61421	MOFFIT	M.L.		08-22-79		1 79				
	2698	83844	SPANNAGEL JR	D.J.		08-22-79		1 9				
	2699	36266	HANSEL	S.E.		08-22-79		1 9				
	2700	90979	UMBEL JR	R.P.		08-22-79		9				
	2701	55192	HANLEY	P.R.		08-22-79		1 9				
	2702	05108	BECK	M.P.		08-22-79		1 9				
	2703	15025	CLARK JR	J.M.		08-22-79		9				
	2704	97335	WITCHER III	H.C.		08-22-79		1 9				
	2705	23132	DORNAN	J.D.		09-05-79		1 9				
	2706	86760	SWAH	S.R.		09-05-79		1 9				
	2707	73174	REINHARD	L.D.		09-05-79		1 9				
	2708	43137	ICKES II	C.V.		09-05-79		1 79				
	2709	70926	PREMITT	R.K.		09-05-79	ATL			ATL		
	2710	86243	STRINGER	J.M.		09-05-79		1 9				
	2711	22725	DOCTORCHIK	S.		09-05-79		1 9				
	2712	94395	WELLS	G.M.		09-05-79	CP 727 ATL	1		FO 300 ATL	68	
	2713	63416	MURRAY	J.P.		09-05-79		1 9				
	2714	66155	OPITZ	M.R.		09-05-79		1 9			1 9	
	2715	86858	SHENSON	C.A.		09-05-79		1 9				
	2716	23004	DONOHUE	T.H.		09-05-79		1 9				
	2717	36672	HARKINS	S.R.		09-05-79		1 9				
	2718	36650	HENDERSON	M.D.		09-05-79		9				
	2719	70484	POQUETTE	D.C.		09-05-79		1 9				
	2720	10808	BUDDENHAGEN	M.W.		10-03-79		1 79				
	2721	23261	DOUGHERTY JR	R.A.		10-03-79		1 9		CP DC9 ATL	8	
	2722	54804	MAGGIO	M.R.		10-03-79		1 9				
	2723	08205	BOHMAN	R.T.		10-03-79	TXO			TXO		
	2724	57103	MCBRIDE	F.X.		10-03-79		1 9				
	2725	79975	SHAVER	C.R.		10-03-79	CP 757 JFK	8		CP 757 JFK		
	2726	91060	URBANOWICZ	G.M.		10-03-79	JFK			JFK		
	2727	60399	HILLER	R.C.		10-03-79		1 9				
	2728	88900	THOMPSON	T.W.		11-12-79		1 9				
	2729	58777	MCKENNAN	D.J.		11-12-79		1 9		FO 757 MIA	8	
	2730	21735	DEMAND	D.B.		11-12-79		1 9				
	2731	05734	BENNETT	M.		11-12-79		1 9				
	2732	27254	FINLEY	G.L.		11-12-79		1 9				
	2733	60786	MILLS	G.M.		11-12-79		9				
	2734	92307	WAGNER	R.		11-12-79		1 9				
	2735	32302	GLASS	C.R.		11-12-79		1 9				
	2736	18462	CRAIG	D.A.		12-03-79		1 9				
	2737	62752	MOULTON	J.W.		12-03-79		1 9				
	2738	89708	TODD	M.R.		12-03-79		1 9				
	2739	88563	THOMAS	F.C.		12-03-79		1 9				
	2740	62061	MORELAND III	J.A.		12-03-79		9				
	2741	08197	BOHMAN	P.J.		12-03-79		1 9				
	2742	59420	MCRORIE III	A.F.		12-03-79		1 9				
	2743	01180	AMOS	J.D.		12-03-79		1 9				
	2744	85958	STOCK	R.L.		12-03-79		9				
	2745	42798	HURT III	L.C.		12-17-79		1 9				

1 = CURTAILED

2 = DISPLACED

3 = 28-G-6A - 15 MONTH LOCK

4 = 28-G-6B - 15 MONTH LOCK

5 = 28-G-1B - UPGRADE

6 = 28-J

7 = 28-L-3C

8 = 28-G-6A - 24 MONTH LOCK

A = WAIT FOR CP-727

B = WAIT FOR CP-DC9

C = GAIN FURTHER EXPERIENCE

U = UNASSIGNED

SUPERVISORY CODE

\* = 950 - DOMICILE

# = 930 - TRAINING

@ = SPECIAL

09/13/89

## PILOT LISTING BY SENIORITY NUMBER - REPORT 14

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MPS060R5

S C	SNRTY NBR	EMPL NBR	N LAST	A M E INIT	SRTY DATE	AUG 01,89 CATEG.-DOM	ID 1234	RET/BPT CATEG.-DOM-TYP	OCT 01,89 CATEG.-DOM	ID 1234	RET/BPT CATEG.-DOM-TYP
	2813	92397	MALBORN	J.D.	10-09-80		9				
	2814	09049	BATHURST	M.A.	10-09-80		1 9				
	2815	44715	JOHNSON	M.L.	10-16-80		9				
	2816	86108	STRAESSLE	G.C.	10-16-80		9		CP-DC9 ATL	8	
	2817	14125	CHAILLE	B.F.	10-16-80		1 79		CP DC9 ATL	8	
	2818	89512	TIMMERMAN JR	C.E.	10-16-80		9				
	2819	11346	BURTON	M.F.	10-16-80		9				
	2820	27944	FLOWERS	M.A.	10-16-80		9				
	2821	72723	REDDICK	C.H.	10-23-80		1 9				
	2822	08001	BOURGEDIS	C.M.	10-23-80		9				
	2823	83653	SOMMER JR	V.H.	10-23-80		1 9				
	2824	75940	ROSSER	J.R.	10-23-80		9				
	2825	03491	BAKER III	M.L.	10-23-80	MIA			MIA		
	2826	05708	BENDER	T.H.	10-23-80		9				
	2827	00235	ADAMS JR	A.B.	10-23-80		1 9				
	2828	81309	SIMMONDS	J.R.	10-23-80		9				
	2829	59566	MEDER	R.E.	10-23-80		9				
	2830	04785	BAUMAN	R.F.	10-27-80	CP DC9 ATL	1		CP 727 ATL	8	
	2831	80634	SHIBAN	V.J.	10-27-80	DCA			DCA		
	2832	16977	CONNOLLY	J.M.	10-27-80		1 9				
	2833	30055	GABLER	B.D.	10-27-80		1 9				
	2834	73080	REICHERT	V.P.	10-27-80		9		CP DC9 ATL	58	
	2835	37707	HARVEY	G.W.	10-27-80	JFK			JFK		
	2836	85380	STEVENS	R.L.	10-27-80		9		CP DC9 ATL	8	
	2837	29203	FREDERICKA	G.N.	10-27-80		1 9				
	2838	77723	SAXSMA	J.K.	10-27-80		1 9				
	2839	67242	PARKINSON	R.C.	10-27-80		1 9				
	2840	48404	KISER	R.R.	10-27-80		9				
	2841	63749	NAUMANN	J.W.	10-27-80		1 9				
	2842	73482	REYNOLDS	H.	10-27-80		9				
	2843	34764	GROFF	W.V.	10-27-80		1 9				
	2844	83648	SOMER	J.J.	11-03-80		9				
	2845	44692	JOHNSON	G.M.	11-03-80		1 9				
	2846	33041	GORDON	T.T.	11-03-80		9				
	2847	67992	PEBLER	J.C.	11-03-80		1 9				
	2848	73571	RHEA	L.J.	11-03-80		9				
	2849	41743	HOVDEN	R.R.	11-03-80		9				
	2850	67603	PATRICK	D.W.	11-03-80		1 9		CP 727 ATL	8	
	2851	75881	ROSSER	J.P.	11-03-80		1 9				
	2852	10058	BRUMMETT	J.D.	11-13-80		1 9				
	2853	87674	TAYLOR JR	H.A.	11-13-80		9				
	2854	59856	MERRILL	T.L.	11-13-80		9				
	2855	05740	BENTLEY	R.P.	11-13-80		1 9				
	2856	01729	ANDERSON	G.C.	11-13-80		1 79				
	2857	73477	REVELL	D.B.	11-13-80		9				
	2858	41486	HOUSER	E.D.	01-12-81		9				
	2859	91336	VANKIRK	M.R.	01-12-81		1 9				
	2860	80894	SHULER	B.K.	01-12-81		9				
	2861	59589	MEACHEM	F.S.	01-12-81		1 9				
	2862	95642	WHITESIDE	J.M.	01-26-81		1 9				
	2863	05249	BATTAGLIOLA	J.W.	01-26-81		1 9				
	2864	18312	COX	R.E.	01-26-81		1 79				
	2865	11660	NASH	F.L.	08-21-84		1 9				
	2866	10832	BUSWELL	D.F.	08-21-84		1 9				
	2867	56267	HASSEY	R.A.	08-21-84		1 9				
	2868	96922	MILSON	K.A.	08-21-84		9				
	2869	42606	HUNTER JR	R.G.	08-21-84		1 79				
	2870	25539	ENGELHARD	H.G.	08-21-84		9				
	2871	50502	LANE	D.N.	08-21-84		9		CP 727 ATL	8	
	2872	21818	DEMİK	R.J.	08-21-84		1 9				
	2873	68412	PENROD	M.R.	09-04-84		9				
	2874	78704	SCHULTZ	R.G.	09-04-84		1 9				
	2875	13182	CARRELLE	N.M.	09-04-84	MIA			MIA		
	2876	43483	JACKSON	L.C.	09-04-84		1 9				
	2877	04048	BARNETT	P.D.	09-04-84		9				
	2878	22762	DOOSON	R.G.	09-04-84		9				
	2879	44202	JENNINGS	R.H.	09-04-84		1 9				

1 = CURTAILED	5 = 28-G-1B - UPGRADE	A = WAIT FOR CP-727	SUPERVISORY CODE
2 = DISPLACED	6 = 28-J	B = WAIT FOR CP-DC9	* = 950 - DOMICILE
3 = 28-G-6A - 15 MONTH LOCK	7 = 28-L-3C	C = GAIN FURTHER EXPERIENCE	* = 930 - TRAINING
4 = 28-G-6B - 15 MONTH LOCK	8 = 28-G-6A - 24 MONTH LOCK	U = UNASSIGNED	9 = SPECIAL



09/13/89

## PILOT LISTING BY SENIORITY NUMBER - REPORT 14

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S C	SNRTY NBR	EMPL NBR	N LAST	A INIT	M DATE	E SRTY DATE	AUG 01,89 CATEG.-DOM	ID 1234	RET/BPT CATEG.-DOM-TYP	OCT 01,89 CATEG.-DOM	ID 1234	RET/BPT CATEG.-DOM-TYP
	2947	59588	MEEBOER	K.R.	12-05-84			1 9				
	2948	27427	FISHER	M.M.	12-10-84			9				
	2949	21403	DEICHMAN	H.G.	12-10-84			1 9				
	2950	24503	EBERHARDT	D.E.	12-10-84			9				
	2951	39166	HERON	P.J.	12-10-84		ATL			ATL		
	2952	37994	HAYES	S.A.	12-10-84			1 9				
	2953	92832	MALLS	R.K.	12-10-84			9				
	2954	52416	LIBERA	D.C.	12-11-84			1 9				
	2955	95609	WHITTON	J.F.	12-15-84			1 9				
	2956	11326	BURNETT	H.R.	12-15-84	CP 727 ATL		1		ATL		
	2957	13426	CAVANAUGH	T.J.	12-15-84			1 9				
	2958	67851	PAUTKE	T.W.	12-15-84		MIA			MIA		
	2959	68790	PERRY	M.E.	12-15-84			1 9				
	2960	90499	TUCKER	J.E.	12-15-84			1 9				
	2961	35485	HAGER	S.H.	12-15-84			1 9				
	2962	54768	MAGON	M.J.	12-15-84			1 9				
	2963	16431	COLUCCI	T.J.	12-15-84			1 9				
	2964	46176	KANE	S.G.	12-15-84			1 9				
	2965	54766	MAGATHAN III	W.C.	01-07-85			1 9				
	2966	57777	MCCUSKER	R.J.	01-07-85			9				
	2967	44709	JOHNSON	B.C.	01-07-85			9				
	2968	55863	MARTIN	L.S.	01-07-85	CP 727 MIA		1		CP 727 MIA		
	2969	34994	GUDDAT	S.A.	01-07-85			9				
	2970	78807	SCHWARTZ	J.	01-07-85			9				
	2971	98999	YOUNG	M.A.	01-07-85			1 9		FO 727 ATL	8C	
	2972	59174	MCMLLEN	W.F.	01-07-85			9				
	2973	35728	MALL	V.W.	01-07-85			9		CP DC9 ATL	8	
	2974	49799	KRIEGSIES	D.G.	01-07-85			1 9				
	2975	62825	MUELLER	R.W.	01-07-85			9				
	2976	66463	OMEN	F.M.	01-07-85			9				
	2977	23920	DUNCAN	M.S.	01-07-85			9				
	2978	61862	MOORE	S.L.	01-14-85			9				
	2979	85603	STEWART	T.	01-14-85			9				
	2980	05411	DELANE	D.L.	01-14-85			9				
	2981	05761	BENGFORT	M.R.	01-14-85			9				
	2982	77575	SAPOL	A.J.	01-14-85			9				
	2983	51675	LECHTRECER	J.D.	01-14-85			9				
	2984	65990	OLSON	S.A.	01-14-85			9				
	2985	67790	PAVEY	D.C.	01-14-85			1 9				
	2986	28150	FOX	K.J.	01-14-85			1 9				
	2987	00467	ADDIS	J.R.	01-14-85			9				
	2988	27479	FISKE	J.L.	01-14-85			1 79				
	2989	81140	SIMONE	M.A.	01-14-85			1 9				
	2990	64053	NEMYO	J.N.	01-14-85			9				
	2991	98937	YOUNG	S.T.	01-31-85			9				
	2992	02957	AUTEN	D.H.	01-31-85			9				
	2993	52613	LINDEN JR	D.E.	01-31-85			9				
	2994	94028	WEBSTER	D.R.	01-31-85			1				
	2995	00924	ALEXANDER	G.H.	01-31-85			9				
	2996	43640	JACKSON	L.D.	01-31-85			9				
	2997	66039	OLSON	S.B.	01-31-85			1 9				
	2998	23965	DUNCAN	P.L.	01-31-85			9				
	2999	08778	BRANHAM	M.T.	01-31-85			1 9				
	3000	16393	COLE	S.E.	01-31-85			1 9				
	3001	13562	CARTIER	D.C.	01-31-85			1 9				
	3002	31059	GAUTHIER	M.D.	01-31-85			1 9				
	3003	01747	ANDERSON	M.R.	01-31-85			9				
	3004	78004	SCHELLER	E.G.	01-31-85			9				
	3005	80640	SHIPNER	R.W.	01-31-85			9				
	3006	05172	BECKHAM	D.M.	02-07-85			1 9				
	3007	69875	PIYSKO JR	D.A.	02-07-85			9				
	3008	05305	BEETZ	J.R.	02-07-85			1 79				
	3009	08667	BRADLEY	J.K.	02-07-85			9				
	3010	54864	MAIURI	M.T.	02-07-85			9				
	3011	54914	MAKARA	S.J.	02-07-85			9				
	3012	50874	LARKE	N.L.	02-07-85			9				
	3013	88382	THIBAUT	M.J.	02-07-85			9				

1 = CURTAILED

2 = DISPLACED

3 = 28-G-6A - 15 MONTH LOCK

4 = 28-G-6B - 15 MONTH LOCK

5 = 28-G-1B - UPGRADE

6 = 28-J

7 = 28-L-3C

8 = 28-G-6A - 24 MONTH LOCK

A = WAIT FOR CP-727

B = WAIT FOR CP-DC9

C = GAIN FURTHER EXPERIENCE

U = UNASSIGNED

SUPERVISORY CODE

\* = 950 - DOMICILE

\* = 930 - TRAINING

S = SPECIAL

09/13/89

## PILOT LISTING BY SENIORITY NUMBER - REPORT 14

PAGE...47

MPS060R5

S C	SNR NBR	EMPL NBR	LAST	N A	M E	INIT	SRTY DATE	AUG 01,89 CATEG.-DOM	ID 1234	RET/BPT CATEG.-DOM-TYP	OCT 01,89 CATEG.-DOM	ID 1234	RET/BPT CATEG.-DOM-TYP
	3081	21913	BESANTIS		M.J.		04-11-85		1 9				
	3082	21836	DEPAOLIS		J.A.		04-11-85		9				
	3083	09728	REXON		M.E.		04-11-85		9				
	3084	42285	HUGHES		M.R.		04-18-85		1 79				
	3085	78022	SCHENCK		N.W.		04-18-85		1 9				
	3086	13961	CAVANAUGH		M.N.		04-18-85		1 9				
	3087	16273	COLLIGNON		C.L.		04-18-85		9				
	3088	69771	PINKUL		M.L.		04-18-85		1 79				
	3089	24124	DUNN		R.A.		04-18-85		9		CP DC9 ATL	8	
	3090	22250	DICKINSON JR		S.A.		04-18-85		9				
	3091	96150	WILLIAMS		J.B.		04-18-85		1 9				
	3092	47354	KERNIEN		P.M.		04-18-85		9				
	3093	83242	SMITH		C.E.		05-07-85		9				
	3094	21821	DEES		F.A.		05-07-85		9				
	3095	57028	MCCALL		R.S.		05-07-85		1 9		FO 757 MIA	8	
	3096	47927	KING III		M.W.		05-07-85		9				
	3097	16072	COE		G.B.		05-07-85		1 9				
	3098	60459	MILLER		D.A.		05-07-85		9				
	3099	78467	SCHONE		D.D.		05-07-85		9				
	3100	12958	CARROLL		S.M.		05-07-85		9				
	3101	08808	BRATTLOF		R.M.		05-07-85		9				
	3102	05498	BELVEDERE		J.A.		05-07-85		1 9				
	3103	11187	BURKE		T.E.		05-07-85		9		FO 727 JFK		
	3104	34700	HARMAN		T.G.		05-14-85		1 9				
	3105	36068	HANLE		R.M.		05-14-85		1 9				
	3106	29461	FRISTER		G.B.		05-14-85		1 9				
	3107	01751	ANDERSON		R.D.		05-14-85		1 9				
	3108	44355	JOCZ		M.R.		05-14-85		1 9				
	3109	68663	PERALTA		V.E.		05-14-85		9				
	3110	69724	PINNER		V.D.		05-14-85		9				
	3111	91286	VANDERKAMP JR		J.E.		05-14-85	MIA			CP DC9 ATL	8	
	3112	18974	CRONTHOR		B.E.		05-14-85		9				
	3113	47018	KEYS		D.A.		05-14-85		1 9				
	3114	51964	LEINDERS		M.T.		05-14-85		1 79				
	3115	01852	ANGELO		M.		05-14-85		1 9				
	3116	51303	LAMHORNE		D.A.		05-14-85		1 9				
	3117	53554	LOPES		M.J.		05-15-85		1 79				
	3118	82645	SMITH		G.D.		05-21-85		1 9				
	3119	16763	COMPTON		J.P.		05-21-85		9		CP DC9 ATL	8	
	3120	53492	LOUGHREY		M.P.		05-21-85		9				
	3121	40410	HOEFT		G.C.		05-21-85		1 79				
	3122	24775	EDLEY		J.H.		05-21-85		9				
	3123	66404	OTTO		R.P.		05-21-85		1 9				
	3124	66058	ONEILL		R.E.		05-21-85		1 9				
	3125	29638	FRYE		J.A.		05-21-85	JFK			JFK		
	3126	19960	DAVIS		B.S.		05-21-85		9				
	3127	90519	TURNER		B.L.		05-21-85		1 79				
	3128	43309	INGHRAM		D.R.		05-21-85		1 9				
	3129	55205	HANN		D.W.		05-21-85		9				
	3130	38379	HEAD		T.C.		05-21-85		9				
	3131	83946	SPENCER		R.L.		05-21-85		1 9				
	3132	46617	KELLER		R.C.		05-21-85		1 9				
	3133	90126	TRACY		T.E.		05-21-85		1 9				
	3134	16639	COLLIER		D.J.		06-04-85		1 79				
	3135	94390	WELLMAN		J.E.		06-04-85		1 9				
	3136	48924	KNOBLAUCH		K.A.		06-04-85		1 9				
	3137	38686	HENDERSON JR		R.T.		06-04-85		1 9				
	3138	77475	SANTIAGO		S.		06-04-85		1 9				
	3139	17012	CONSTANTINE		H.A.		06-04-85		1 79				
	3140	01688	ANDREWS		S.C.		06-04-85		1 79				
	3141	11965	CAGLIA		K.M.		06-04-85		1 9				
	3142	92987	WALTON		F.L.		06-11-85		1 9				
	3143	36131	HANSON		D.A.		06-11-85		1 9				
	3144	61400	MOYNE		F.C.		06-11-85		9				
	3145	81436	SINCLAIR		M.D.		06-11-85		1 9				
	3146	42110	HUDGENS		R.K.		06-11-85		1 9				
	3147	78673	SCHULZ		C.S.		06-11-85		1				

1 = CURTAILED

2 = DISPLACED

3 = 28-G-6A - 15 MONTH LOCK

4 = 28-G-6B - 15 MONTH LOCK

5 = 28-G-1B - UPGRADE

6 = 28-J

7 = 28-L-3C

8 = 28-G-6A - 24 MONTH LOCK

A = WAIT FOR CP-727

B = WAIT FOR CP-DC9

C = GAIN FURTHER EXPERIENCE

U = UNASSIGNED

SUPERVISORY CODE

\* = 950 - DOMICILE

† = 930 - TRAINING

‡ = SPECIAL

09/13/89

## PILOT LISTING BY SENIORITY NUMBER - REPORT 14

PAGE...49

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S C	SNRTY NBR	EMPL NBR	N LAST	A M E INIT	SRTY DATE	AUG 01-89 CATEG.-DOM	ID 1234	RET/BPT CATEG.-DOM-TYP	OCT 01-89 CATEG.-DOM	ID 1234	RET/BPT CATEG.-DOM-TYP
	3215	33483	GRAY	S.J.	10-08-85		9				
	3216	91675	VIDE	L.A.	10-15-85		1 9				
	3217	68395	PENCEK	B.D.	10-15-85		1 9				
	3218	39156	HERRINGTON	M.C.	10-15-85		9		CP 727 ATL	8	
	3219	03030	AUSTGEN	A.L.	10-15-85		1 9				
	3220	90909	TYSON	P.L.	10-15-85		1 9				
	3221	84730	STAHL	J.R.	10-15-85		1 9				
	3222	91322	VANECEK	F.J.	10-29-85		9				
	3223	42192	HUDSPETH JR	J.W.	10-29-85		1 9				
	3224	92645	WALTHER	F.O.	10-29-85		1 79		CP DC9 ATL	8	
	3225	12139	CALHOUN	C.M.	11-05-85		1 9				
	3226	91370	VANDAM	K.L.	11-05-85		9				
	3227	24412	DHAN	B.C.	11-05-85		1 9				
	3228	05111	BECK	S.P.	11-05-85		1 9				
	3229	95403	WHITESIDE	B.W.	11-05-85		1 9				
	3230	65254	NUSSBAUM	M.D.	11-05-85		1 79				
	3231	43250	INGEBRETSEN	R.	11-05-85		1 9		FD 111 ATL	8	
	3232	95861	WHITHAM	H.S.	11-05-85		1 79				
	3233	77456	SANDIDGE	N.M.	11-05-85		1 9				
	3234	01756	ANDERSON	D.S.	11-05-85		1 9				
	3235	46976	KENNEDY	C.J.	11-12-85		1 9				
	3236	27771	FLETCHER	R.A.	11-12-85		1 9				
	3237	03399	BAKER	R.J.	11-26-85		1 9				
	3238	40162	MIRSCH JR	J.F.	11-26-85		1 9				
	3239	60205	MILBANK	D.B.	11-26-85		1 9				
	3240	18030	COTTRELL	A.L.	11-26-85		1 9				
	3241	06592	BJELLOS	D.M.	11-26-85	CP 727 MIA	1		CP 727 MIA		
	3242	18037	COTTOM JR	R.W.	11-26-85		1 9				
	3243	88536	THOMAS	R.H.	11-26-85		1 9				
	3244	93864	WEAVER	S.D.	12-03-85		1 9				
	3245	37751	HASTINGS	G.A.	12-03-85		1 9				
	3246	21367	DELLINGER	W.F.	12-03-85		1 9				
	3247	33775	GREENE	T.R.	12-03-85		1 9				
	3248	16817	CONDON	E.J.	12-03-85		1 9				
	3249	18048	COULTER	R.W.	12-03-85		1 9				
	3250	04059	BARKSDALE	J.D.	12-03-85		1 9				
	3251	97672	WOODS	M.C.	12-03-85		1 9				
	3252	51138	LATHAM	R.C.	12-03-85		1 79				
	3253	76411	RUESCHENBERG	T.J.	01-07-86		1 9				
	3254	36035	HAMILTON	G.G.	01-07-86		1 9				
	3255	60238	MILKE	R.A.	01-07-86		1 79				
	3256	84160	SPILLMAN	K.T.	01-07-86		1 9		CP DC9 ATL	8	
	3257	95335	WHITE	L.P.	01-07-86		1 9				
	3258	29088	FRATT	J.R.	01-07-86		1 9				
	3259	63628	MYERSCOUGH	R.D.	01-07-86		9		SO 300 ATL		
	3260	16264	COLLI	G.F.	01-07-86		1 9				
	3261	35619	HAIRE JR	M.J.	01-07-86		9				
	3262	49210	KOENIG	K.S.	01-07-86		1 79				
	3263	94632	MERCINSKI	M.J.	01-07-86		1 9				
	3264	16349	COLLINS	H.M.	01-07-86		1 9				
	3265	01717	ANDERSON	J.D.	01-07-86		1 9				
	3266	97614	YONGE	R.R.	01-14-86		1 9				
	3267	68415	PENNER	B.L.	01-21-86		9				
	3268	17031	CORY	S.H.	01-21-86		1 79				
	3269	11540	BUSHY	W.F.	01-21-86		1 9				
	3270	06343	BILINSKI JR	E.A.	01-21-86		1 9				
	3271	10957	BUONADONNA	J.V.	01-21-86		1 9				
	3272	88514	THOMAS	M.L.	01-21-86		1 9				
	3273	08649	BRADLEY	C.A.	01-21-86		1 9				
	3274	74812	ROBERTSON	T.N.	01-21-86		1 9				
	3275	25121	ELLASON	D.T.	01-21-86	CP 727 ATL	8		CP 727 ATL		
	3276	17458	COSTELLO	D.J.	01-21-86		1 9				
	3277	20684	DAYON	R.J.	01-21-86		1 9				
	3278	14387	CHATTERTON	R.B.	01-21-86		9				
	3279	14365	CHASE II	R.R.	01-21-86		1 9				
	3280	25530	ENGLE	M.J.	01-21-86		1 9				
	3281	67507	PATEL	R.P.	02-04-86		1 9				

## IDENT CODE

1 = CURTAILED

5 = 28-G-1B - UPGRADE

A = WAIT FOR CP-727

## SUPERVISORY CODE

2 = DISPLACED

6 = 28-J

B = WAIT FOR CP-DC9

\* = 950 - DOMICILE

3 = 28-G-6A - 15 MONTH LOCK

7 = 28-L-3C

C = GAIN FURTHER EXPERIENCE

# = 930 - TRAINING

4 = 28-G-6B - 15 MONTH LOCK

8 = 28-G-6A - 24 MONTH LOCK

U = UNASSIGNED

2 = SPECIAL

09/13/89

## PILOT LISTING BY SENIORITY NUMBER - REPORT 14

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S	SNRTY	EMPL	N	A	M	E	SRTY	AUG 01,89	ID	RET/BPT	OCT 01,89	ID	RET/BPT
C	NBR	NBR	LAST		INIT	DATE	CATEG.-DOM	1234	CATEG.-DOM-TYP	CATEG.-DOM	1234	CATEG.-DOM-TYP	
3349	76339	RUCKS	J.P.	05-05-86		1	9						
3350	96661	WILLIAMS JR	H.D.	05-05-86		1	9						
3351	78000	SCHIELE	C.J.	05-05-86		1	9						
3352	55065	MANN	D.B.	05-05-86		1	9						
3353	59422	MCTERNAN	J.M.	05-05-86		1	9						
3354	74960	ROBINSON	S.D.	05-05-86		1	9						
3355	37729	HAAS	J.M.	05-05-86		1	9						
3356	25741	ERDAL	E.	05-05-86		1	79						
3357	27997	FLYNN	R.W.	05-15-86		1	9			SO 727 MIA		R	
3358	45182	JOHNSTON	A.W.	05-15-86		1	9						
3359	09351	BRISCOE	O.	05-15-86			9						
3360	16263	COLE	Q.	05-15-86		1	9						
3361	69919	PITTMAN	R.L.	05-15-86		1	9						
3362	63894	NELSON	D.F.	05-15-86		1	79						
3363	60391	MILLER	D.E.	05-15-86		1	9						
3364	91911	VOGEL	T.J.	05-15-86		1	9						
3365	31416	GERDES	T.H.	05-15-86		1	9						
3366	81175	SIMMONS	M.L.	05-29-86	DCA					DCA			
3367	47334	KERR	H.G.	05-29-86		1	9						
3368	48126	KINATE	M.J.	05-29-86		1	9						
3369	17459	CORSELLO	R.S.	05-29-86		1	9						
3370	12566	CANN	N.S.	05-29-86		1	79						
3371	84583	STANTON	J.R.	05-29-86			9						
3372	93055	WARD	R.C.	05-29-86		1	9						
3373	19026	CROSBY	D.L.	06-26-86		1	9						
3374	44582	JOHNSON	J.K.	06-26-86		1	9						
3375	59277	MCNAHARA	T.J.	06-26-86			9						
3376	21347	DEHART JR	E.E.	06-26-86		1	9						
3377	12264	CAMPANELLA	B.F.	06-26-86		1	9						
3378	09395	BRISLAWN	P.M.	06-26-86		1	9						
3379	74992	ROBSON	E.L.	06-26-86		1	9						
3380	68807	PERRY JR	R.L.	06-26-86		1	9						
3381	40576	HOGAN	D.R.	06-26-86		1	9						
3382	17174	COOK	D.J.	06-26-86			9						
3383	48555	KLEINBERG JR	K.M.	06-26-86		1	9						
3384	68522	MANRIQUE	M.P.	07-31-86		1	9						
3385	10342	BRUCE	G.L.	07-31-86			9						
3386	95392	WHITE	L.P.	07-31-86		1	79						
3387	54063	LUNDEEN	M.A.	07-31-86		1	9						
3388	78400	SCHOCH	S.C.	07-31-86		1	9						
3389	38750	HENDRICKSON	M.K.	07-31-86		1	79						
3390	94264	WEISINGER	J.F.	07-31-86		1	9						
3391	52986	LLOYD-JONES	M.E.	07-31-86	ATL		85			ATL			
3392	12930	CARNEY	M.F.	07-31-86		1	79						
3393	18035	COVERS	G.E.	07-31-86		1	9						
3394	91440	VAUGHAN	S.D.	07-31-86		1	9						
3395	55581	MARSH	R.W.	08-14-86			9			CP DC9 ATL		8	
3396	32599	GOERS	G.L.	08-14-86		1	9						
3397	56492	MATTOX	D.E.	08-14-86		1	9						
3398	56892	KELTON	P.M.	08-14-86		1	9						
3399	63149	MUROSKE	M.A.	10-09-86		1	9						
3400	22279	DICHIARA	J.V.	10-09-86			9						
3401	22637	DISILVESTRO	A.R.	10-09-86		1	9						
3402	22007	DERVAS	P.	10-09-86		1	9						
3403	72948	REES	C.T.	10-09-86			9						
3404	27435	FISHER	P.R.	11-06-86		1	9						
3405	77025	SADR	S.A.	08-31-87		1	9						
3406	68088	SABLESAK	H.J.	08-31-87	CP 727 MIA	1				CP DC9 ATL		8	
3407	65244	NOWLIN	M.B.	08-31-87		1	9			CP 727 MIA			
3408	34972	GRUBBS	T.M.	08-31-87		1	9						
3409	33785	GRESSLER	S.J.	08-31-87									
3410	29447	FRYE	T.P.	08-31-87	CP 727 JFK	1				CP 727 JFK			
3411	01876	ANDERSON	S.H.	09-14-87			9						
3412	66192	ORTHAN	T.R.	09-14-87		1	9						
3413	67923	PEARSON	A.R.	09-14-87		1	9						
3414	57514	MACOMBER	B.R.	09-14-87		1	79						
3415	85018	STEIN	D.M.	09-14-87		1	9						

1 = CURTAILED	5 = 28-G-1B ~ UPGRADE	A = WAIT FOR CP-727	* = 950 - DOMICILE
2 = DISPLACED	6 = 28-J	B = WAIT FOR CP-DC9	# = 930 - TRAINING
3 = 28-G-6A - 15 MONTH LOCK	7 = 28-L-3C	C = GAIN FURTHER EXPERIENCE	@ = SPECIAL
4 = 28-G-6B - 15 MONTH LOCK	8 = 28-G-6A - 24 MONTH LOCK	U = UNASSIGNED	



09/13/89

## PILOT LISTING BY SENIORITY NUMBER - REPORT 14

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S C	SNR NBR	EMPL NBR	N LAST	A M E INIT	SRTY DATE	AUG 01,89 CATEG.-DOM	ID 1234	RET/BPT CATEG.-DOM-TYP	OCT 01,89 CATEG.-DOM	ID 1234	RET/BPT CATEG.-DOM-TYP
	3483	76587	RUSH	E.M.	11-27-87		1 9				
	3484	80490	SCHERFF	J.E.	11-27-87		9				
	3485	37127	HARVEY	D.M.	11-27-87	ATL	1		ATL		
	3486	29609	FRUCHTER	G.J.	11-27-87		1 9				
	3487	39437	HIDLAY	D.T.	11-27-87		1 9				
	3488	54715	MAIER	J.P.	11-27-87		1 9				
	3489	16630	COLN	B.K.	12-11-87		9				
	3490	33946	GRIGORIAN	R.	12-11-87		9				
	3491	54621	MACHA	M.O.	12-11-87		1 9				
	3492	19222	CULBERTSON	D.L.	12-11-87		1 9				
	3493	74906	ROBINSON	L.L.	12-11-87		1 9				
	3494	42836	HUSTON	H.W.	12-11-87		1 9				
	3495	09327	BRODZINSKI	G.M.	12-11-87		9				
	3496	43323	IRELAND	C.P.	12-11-87		1 9				
	3497	10378	BRUCCOLERI	M.V.	12-11-87		1 79				
	3498	50430	LAMBERT	L.J.	12-11-87		1 9				
	3499	48497	KLASSEN	R.W.	12-11-87		1 9				
	3500	31346	GESICKI	M.W.	12-11-87		1 9				
	3501	99324	ZIEGLER	M.W.	12-11-87		1 9				
	3502	40764	HOLCOMB	M.S.	12-11-87		1 9				
	3503	66513	OWEN	J.D.	12-11-87		1 9				
	3504	41580	DOGLIONE	F.H.	12-21-87		1 9				
	3505	92234	WADDELL	C.R.	01-01-88		9				
	3506	12999	CARLSON	L.L.	01-01-88		1 9				
	3507	52148	LEO	D.R.	01-01-88		1 9				
	3508	38821	HENDERSON	R.H.	01-01-88		9				
	3509	94426	MELLER	G.L.	01-01-88		9				
	3510	56078	MARTIN	E.W.	01-01-88		9				
	3511	23030	DEPALMA	T.V.	01-01-88		1 9				
	3512	01906	AMBROSE	T.S.	01-01-88		9				
	3513	04716	BATSON	N.E.	01-01-88	CP 727 ATL	8		CP 727 ATL		
	3514	68295	PELL	T.A.	01-01-88		9				
	3515	92078	VOREL	J.A.	01-01-88		1 9				
	3516	57771	MCCLELLAND	R.S.	01-01-88		9				
	3517	96361	WILLIAMS	M.A.	01-01-88	CP DC9 ATL	8		CP DC9 ATL		
	3518	36767	HARPER	F.P.	01-01-88		1 9				
	3519	22780	DEEGAN	P.V.	01-01-88		9				
	3520	60067	MEYERSON	M.E.	01-01-88		1 9				
	3521	32327	GLAZE	M.S.	01-01-88		9				
	3522	35036	GUEITS	J.E.	01-01-88		9				
	3523	92038	VINSON	B.K.	01-01-88		9				
	3524	46321	KATZ	B.S.	01-01-88		9				
	3525	01373	ALSTON	S.G.	01-01-88		1 79				
	3526	45754	JORSEY	A.	01-01-88	CP 727 DCA	1		CP 727 DCA		
	3527	60525	MILLER	R.H.	01-01-88		1 9				
	3528	50660	LANGER	L.E.	01-01-88		1 9				
	3529	09208	BRILL	M.J.	01-01-88		1 9				
	3530	83514	SEWELL	H.L.	01-01-88		1 9				
	3531	31066	GAY	J.P.	01-07-88		1 9				
	3532	64871	NOE	J.S.	01-07-88		1 9				
	3533	00483	ADRIAN	E.D.	01-07-88		9				
	3534	80925	SCHUMANN	R.L.	01-07-88		9				
	3535	62482	MORRISON	M.W.	01-07-88		1 79				
	3536	76956	RYDER	R.B.	01-07-88		9				
	3537	41741	HUTTO	J.A.	01-07-88		1 9				
	3538	92032	VERCHUK	C.A.	01-07-88		1 9				
	3539	47641	KECKLEY	B.J.	01-07-88		1 79				
	3540	43531	JACKSON	J.C.	01-07-88		1 9				
	3541	63264	MURPHY	T.W.	01-07-88		1 79				
	3542	97479	WOLBERT	J.C.	01-07-88		1 79				
	3543	27490	FISHER	J.F.	01-07-88	CP DC9 ATL	1 7		CP DC9 ATL		
	3544	47385	THACKER	T.C.	01-07-88		1 79				
	3545	12201	CAMACHO	M.O.	01-14-88		1 9				
	3546	13936	CAUFMAN	J.L.	01-14-88		9				
	3547	89167	THOMPSON	C.H.	01-14-88		1 9				
	3548	85177	STEPHENS	J.L.	01-14-88		1 9				
	3549	04608	BASCO	J.F.	01-14-88	CP 727 ATL	8		CP 727 ATL		

1 = CURTAILED  
2 = DISPLACED  
3 = 28-G-6A - 15 MONTH LOCK  
4 = 28-G-6B - 15 MONTH LOCK

IDENT CODE  
5 = 28-G-1B - UPGRADE  
6 = 28-J  
7 = 28-L-3C  
8 = 28-G-6A - 24 MONTH LOCK

A = WAIT FOR CP-727  
B = WAIT FOR CP-DC9  
C = GAIN FURTHER EXPERIENCE  
U = UNASSIGNED

SUPERVISORY CODE  
\* = 950 - DOMICILE  
# = 930 - TRAINING  
@ = SPECIAL

09/13/89

## PILOT LISTING BY SENIORITY NUMBER - REPORT 14

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S	SNRTY	EMPL	N	A	M	E	SRTY	AUG 01,89	ID	RET/BPT	OCT 01,89	ID	RET/BPT
C	NBR	NBR	LAST			INIT	DATE	CATEG.-DOM	1234	CATEG.-DOM-TYP	CATEG.-DOM	1234	CATEG.-DOM-TYP
	3617	52457	LIGHTY			G.K.	03-10-88		9				
	3618	36385	HANSON			E.G.	03-10-88		9				
	3619	14252	CHANNEL			D.E.	03-10-88		9				
	3620	20342	DAUM			J.A.	03-10-88		9				
	3621	13627	CASH			R.C.	03-10-88		1 79				
	3622	54565	MCCORY			C.W.	03-10-88		9				
	3623	02046	APT			C.A.	03-10-88		9				
	3624	16129	COLIA			K.B.	03-10-88		1 79				
	3625	56079	MARZAN			H.E.	03-10-88		9				
	3626	72564	RAYMOND			S.A.	03-10-88		1 9				
	3627	87705	TAYLOR			M.L.	03-10-88		1 9				
	3628	17253	COOPER			J.R.	03-10-88		9				
	3629	82527	SMITH			J.D.	03-10-88						
	3630	78811	SCHWARTZ			R.D.	03-10-88		1 9				
	3631	59933	HESMER			P.A.	03-10-88		1 9				
	3632	46129	KALBAUGH			K.L.	03-10-88		1 9				
	3633	61357	MOGENSEN			N.S.	03-10-88		9				
	3634	66990	PARELLA			R.A.	03-10-88		9				
	3635	44665	JOHNSON			V.L.	03-10-88		9				
	3636	08869	HARTMAN			J.T.	03-17-88		9				
	3637	06887	BLASBERG			D.A.	03-17-88		9		FO 727 ATL	8C	
	3638	45903	JOULMAN			T.H.	03-17-88		9				
	3639	43515	JACKSON			J.A.	03-17-88		9				
	3640	69522	PHILLIPS			R.A.	03-17-88		9		SO 727 DCA		
	3641	65493	OCHINKO			L.P.	03-17-88		1 79				
	3642	23027	DEMPSTER			A.	03-17-88		9				
	3643	39340	HETTINGER			J.A.	03-17-88		9				
	3644	25982	EVANS			V.L.	03-17-88		1 79				
	3645	76786	RUTAN			R.H.	03-17-88		9				
	3646	58787	MCKEON			A.T.	03-17-88		9				
	3647	19678	CUMMINS			G.J.	03-17-88		1 79				
	3648	37771	HATHAWAY			D.C.	03-17-88		1 79				
	3649	31157	GEIST			M.D.	03-17-88		9				
	3650	85780	STODDART			F.O.	03-17-88		9				
	3651	68396	PENNYPACKER			D.A.	03-17-88		9				
	3652	84547	STANBACK			B.Y.	03-17-88		9				
	3653	26021	EVANS			R.H.	03-24-88	CP DC9 ATL	8		CP DC9 ATL		
	3654	84579	STANDISH			R.W.	03-24-88	CP 727 ATL	8		CP 727 ATL		
	3655	22964	DOLBEC			S.L.	03-24-88		9				
	3656	59173	MCMILLAN			D.W.	03-24-88		1 79				
	3657	99330	ZELINKA			F.L.	03-24-88		9				
	3658	74620	ROBERTS			K.G.	03-24-88		9				
	3659	55171	MANNING			C.J.	03-24-88		9				
	3660	52394	LEVEQUE			P.P.	03-24-88		1 79				
	3661	37663	HASSAN			H.I.	03-24-88		9				
	3662	20637	DAVIS			R.J.	03-24-88		1 79				
	3663	62757	MOULTRIE			J.L.	03-24-88		9				
	3664	78206	SCIALFA			S.	03-24-88		9				
	3665	73951	YOUNG			J.E.	03-31-88		9				
	3666	07494	BONACCI			N.J.	03-31-88		9				
	3667	27321	FIEDLER			C.M.	03-31-88		9				
	3668	15937	COBB			D.W.	03-31-88		9				
	3669	01942	ANDERSON			D.D.	03-31-88	CP 727 ATL	8		CP 727 ATL		
	3670	30771	GARRETSON			R.G.	03-31-88		1 79				
	3671	50433	LANDMAN			D.H.	03-31-88		9				
	3672	55189	HANN			C.E.	03-31-88		9				
	3673	05771	BENZOOOR			A.E.	03-31-88		9				
	3674	55164	MALINKO			G.P.	03-31-88		9				
	3675	15636	CASEY			M.L.	03-31-88		1 79				
	3676	54573	MACE			F.C.	03-31-88		9				
	3677	68953	PERRITT			A.H.	03-31-88		9				
	3678	35757	HALL			L.M.	03-31-88		9				
	3679	03424	BAKER			J.A.	03-31-88		1 79				
	3680	62933	MJHLI			S.W.	03-31-88		1 79				
	3681	90473	TUCKER			D.R.	03-31-88		1 79				
	3682	78097	SCHelde			B.L.	03-31-88		1 79				
	3683	75944	ROSSI			J.J.	03-31-88		1 79				

1 = CURTAILED	5 = 28-G-1B - UPGRADE	A = WAIT FOR CP-727	SUPERVISORY CODE
2 = DISPLACED	6 = 28-J	B = WAIT FOR CP-DC9	* = 950 - OCMICILE
3 = 28-G-6A - 15 MONTH LOCK	7 = 28-L-3C	C = GAIN FURTHER EXPERIENCE	* = 930 - TRAINING
4 = 28-G-6B - 15 MONTH LOCK	8 = 28-G-6A - 24 MONTH LOCK	U = UNASSIGNED	@ = SPECIAL

09/13/89

## PILOT LISTING BY SENIORITY NUMBER - REPORT 14

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S C	SNRTY NBR	EMPL NBR	LAST	N A	M E	SNRTY DATE	AUG 01,89 CATEG.-DOM	ID 1234	RET/BPT CATEG.-DOM-TYP	OCT 01,89 CATEG.-DOM	ID 1234	RET/BPT CATEG.-DOM-TYP
	3751	20193	LEMO		G.	04-03-89	FO 727 MIA			FO 727 MIA		
	3752	20196	SIMMONS		G.W.	04-03-89	FO L11 MIA			FO L11 MIA		
	3753	20776	ERICKSON		J.A.	04-03-89	FO 727 MIA			FO 727 JFK		
	3754	20714	DUBEAU		K.W.	04-03-89	SO L11 MIA			SO L11 MIA		
	3755	20712	BROWNIE		M.S.	04-03-89	FO DC9 ATL			FO DC9 ATL		
	3756	20197	LOVE		S.W.	04-03-89						
	3757	20718	BROWN		K.M.	04-03-89	FO DC9 ATL			FO DC9 ATL		
	3758	20195	SALVATI		P.P.	04-03-89	SO 727 MIA			SO 727 MIA		
	3759	20715	GURTNER		N.J.	04-03-89	FO DC9 ATL			FO DC9 ATL		
	3760	20189	ALLAN		G.A.	04-03-89						
	3761	59207	KHAN		N.	04-03-89	SO 727 MIA			SO 727 MIA		
	3762	20778	RAMELLI		T.G.	04-03-89	FO DC9 ATL			FO DC9 ATL		
	3763	20194	ROSS		C.G.	04-03-89	SO L11 MIA			SO L11 MIA		
	3764	56769	MAYNARD		C.G.	04-04-89	FO 300 MIA	8		FO 300 MIA		
	3765	77749	SAWICKI		R.S.	04-04-89	FO 757 MIA					
	3766	76009	BROOKS		D.L.	04-04-89	CP DC9 ATL	8		CP DC9 ATL		
	3767	59202	HENDERSON		M.D.	04-05-89	SO 727 ATL			SO 727 ATL		
	3768	59204	BELTRAN		J.E.	04-05-89	SO 727 MIA			SO 727 MIA		
	3769	17992	COSTANTINI		J.J.	04-17-89	SO 727 JFK			SO 727 JFK		
	3770	63598	MYAL		H.J.	04-17-89	SO 727 DCA			SO 727 DCA		
	3771	77682	SAUNDERS III		M.E.	04-17-89	SO 727 MIA			SO 727 MIA		
	3772	76951	RYBA		F.W.	04-17-89	SO 727 MIA			SO 727 MIA		
	3773	15881	BUCHANAN		E.J.	04-17-89	SO 727 MIA			SO 727 MIA		
	3774	49068	GILLIAM		J.C.	04-17-89	SO 727 MIA			SO 727 MIA		
	3775	66267	ORLOB		H.J.	04-17-89	SO 727 ATL			SO 727 ATL		
	3776	76656	LAMAUTE		L.L.	04-17-89	SO 727 ATL			SO 727 ATL		
	3777	43851	LANTZ		K.M.	04-17-89	SO 727 ATL			SO 727 ATL		
	3778	86359	BOWEN		P.K.	04-17-89	FO 727 MIA			FO 727 MIA		
	3779	72125	RAD		N.M.	04-17-89	SO L11 MIA			SO L11 MIA		
	3780	29627	BORGEN		I.A.	04-17-89	CP DC9 ATL	8		CP DC9 ATL		
	3781	29624	ANDERSON		N.F.	04-17-89	FO 300 ATL			FO 300 ATL		
	3782	26262	SMITH		R.D.	04-17-89	FO DC9 ATL			FO DC9 ATL		
	3783	29621	KIMMEL		K.D.	04-17-89	SO 727 MIA			SO 727 MIA		
	3784	23607	HICKS		J.H.	04-17-89	CP 727 ATL	8		CP 727 ATL		
	3785	21004	FORD		B.C.	04-17-89	FO L11 JFK			FO L11 JFK		
	3786	26259	RUSSELL		J.A.	04-17-89	FO 757 MIA			FO 757 MIA		
	3787	23619	MCLAUGHLIN		J.	04-17-89	FO 727 JFK			FO 727 JFK		
	3788	29618	WITT		D.C.	04-17-89	FO L11 MIA					
	3789	20970	CANADAY		D.F.	04-17-89	SO 300 JFK					
	3790	29616	HELLER		L.E.	04-17-89	CP 727 ATL	8		CP 727 ATL		
	3791	25091	PEERY		T.H.	04-17-89	CP 727 ATL	8		CP 727 ATL		
	3792	25095	SHORE		G.E.	04-17-89	CP DC9 ATL	8		CP DC9 ATL		
	3793	26264	STEPHAN		J.N.	04-17-89						
	3794	20971	CHAMBERLIN		L.H.	04-17-89						
	3795	20997	COX		G.R.	04-17-89	CP 727 ATL	8		CP 727 ATL		
	3796	29628	KORBY		J.M.	04-17-89	CP 727 ATL	8		CP 727 ATL		
	3797	29620	VOGT		T.C.	04-17-89	CP 727 ATL	8		CP 727 ATL		
	3798	21001	DREWS		R.A.	04-17-89	SO L11 ATL			SO L11 ATL		
	3799	23603	HALL		J.A.	04-17-89	FO 300 ATL			FO 300 ATL		
	3800	23609	JENSEN		L.K.	04-17-89	CP 727 ATL	8		CP 727 ATL		
	3801	20964	DUNTON		J.M.	04-17-89	CP DC9 ATL	8		CP DC9 ATL		
	3802	20998	DAWSON		H.R.	04-17-89	SO 727 ATL			SO 727 ATL		
	3803	25088	MULLINS		E.R.	04-17-89	CP DC9 ATL	8		CP DC9 ATL		
	3804	25089	KNIGHT		R.D.	04-17-89	CP 727 ATL	8		CP 727 ATL		
	3805	26261	SIEGEL		M.A.	04-17-89	FO 727 ATL			FO 727 ATL		
	3806	26263	SMITH		R.E.	04-17-89	FO 727 MIA			FO 727 MIA		
	3807	64137	ALEXANDER		T.E.	04-17-89	SO 727 ATL					
	3808	20972	CHILDS		R.W.	04-17-89	SO 727 ATL			SO 727 ATL		
	3809	29607	THOMPSON		J.T.	04-17-89	FO L11 ATL			FO L11 ATL		
	3810	20781	AMEND JR		F.R.	04-17-89	CP DC9 ATL	8		CP DC9 ATL		
	3811	21010	GREEN		G.S.	04-17-89	SO 727 ATL			SO 727 ATL		
	3812	29615	WARREN		G.G.	04-17-89						
	3813	20999	DAY		D.A.	04-17-89	FO 300 ATL			FO 300 ATL		
	3814	20969	CAISON		S.E.	04-17-89	CP 727 ATL	8		CP 727 ATL		
	3815	23606	HENNE		C.M.	04-17-89	FO 727 ATL			FO 727 ATL		
	3816	49527	KOTSCHACK		O.	04-17-89	SO 300 ATL					
	3817	21006	FRATER		K.X.	04-17-89	SO 727 MIA			SO 727 MIA		

1 = CURTAILED  
2 = DISPLACED  
3 = 28-G-6A - 15 MONTH LOCK  
4 = 28-G-6B - 15 MONTH LOCK

5 = 28-G-18 - UPGRADE  
6 = 28-J  
7 = 28-L-3C  
8 = 28-G-6A - 24 MONTH LOCK

A = WAIT FOR CP-727  
B = WAIT FOR CP-DC9  
C = GAIN FURTHER EXPERIENCE  
U = UNASSIGNED

SUPERVISORY CODE  
\* = 950 - DOMICILE  
# = 930 - TRAINING  
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09/13/89

## PILOT LISTING BY SENIORITY NUMBER - REPORT 14

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MPS060R5

S C	SNRTY NBR	EMPL NBR	LAST P	N A	M E INIT	SRTY DATE	AUG 01,89 CATEG.-DOM	ID 1234	RET/BPT CATEG.-DOM-TYP	OCT 01,89 CATEG.-DOM	ID 1234	RET/BPT CATEG.-DOM-TYP
	3885	30894	GERSCH		B.L.	04-24-89	FO 727 ATL			FO 727 ATL		
	3886	32421	MCMAHUS		E.J.	04-24-89	FO 300 ATL			FO 300 ATL		
	3887	64110	ZAMARY		K.J.	04-24-89	SO 300 MIA			SO 300 MIA		
	3888	23613	DASTRANJ		M.S.	04-24-89	FO 727 DCA			FO 727 ATL		
	3889	57505	SIMPSON		R.R.	04-24-89	SO 727 ATL			SO 727 ATL		
	3890	31862	LAZZARI		J.A.	04-24-89	SO 727 JFK					
	3891	64123	MCRAE		C.M.	04-24-89	SO 727 ATL			SO 727 ATL		
	3892	21002	BORMANN		D.J.	04-24-89	SO 300 MIA			SO 300 MIA		
	3893	20962	AGUIAR		J.J.	04-24-89	SO 727 MIA			SO 727 MIA		
	3894	98889	YOE		R.B.	05-01-89	SO 727 MIA			SO 727 MIA		
	3895	67626	ARGUEZ		R.A.	05-01-89	SO 727 MIA			SO 727 MIA		
	3897	68207	MCKESSON		B.C.	05-01-89	CP DC9 ATL	8T		SO 727 MIA		
	3898	68195	HILYARD		D.C.	05-01-89	CP 300 MIA	8T		CP 300 MIA		
	3899	69189	CHANCEY		J.W.	05-01-89	CP DC9 ATL	8T		CP DC9 ATL		
	3900	64822	MEGGS		H.G.	05-01-89	SO 727 ATL	T		SO 727 ATL		
	3901	18129	COVAULT		L.E.	05-01-89	CP 300 ATL	T		CP 300 ATL		
	3902	68196	MOKRY		F.B.	05-01-89	FO 757 ATL			FO 757 ATL		
	3904	69184	DECKER JR		G.E.	05-01-89	FO 757 MIA			FO 757 ATL		
	3905	85949	STONE		N.	05-01-89	FO 727 ATL	T		FO 757 MIA		
	3906	68208	MAYER		R.E.	05-01-89	FO 300 MIA	T			T	
	3907	68193	HULSE		D.D.	05-01-89	FO DC9 ATL			FO 300 ATL	1	
	3908	68212	FOLEY		M.T.	05-01-89	SO 727 MIA	T		SO 727 MIA		
	3909	65182	FRENCH		G.B.	05-01-89	CP L11 MIA	8T		CP L11 MIA		
	3910	65184	THRUSTON		E.F.	05-01-89	FO L11 ATL			FO L11 ATL		
	3911	69185	CLARK		E.T.	05-01-89	SO 300 ATL			SO 300 ATL		
	3912	69186	CATCHINGS		D.S.	05-01-89	FO 757 ATL			FO 757 ATL		
	3913	68205	HANNON		H.N.	05-01-89	FO 727 ATL			FO 727 MIA		
	3915	68190	KRANKER		P.L.	05-01-89	FO 757 ATL			FO 757 ATL		
	3916	65185	BECKER		D.A.	05-01-89	FO 727 ATL			FO 727 ATL		
	3917	99000	YOUNG		I.F.	05-01-89	CP DC9 ATL	8		CP DC9 ATL		
	3918	65707	MCCLANAHAN		R.W.	05-01-89	FO DC9 ATL			FO DC9 ATL		
	3919	65708	WHISENANT		M.K.	05-01-89	SO 300 ATL			FO DC9 ATL		
	3920	64825	BIENIEK		C.R.	05-01-89	FO 757 ATL			SO 300 ATL		
	3921	64824	GARCIA-VERGARA		H.	05-01-89	FO L11 MIA			FO 757 ATL		
	3922	69190	BIGGS		C.G.	05-01-89	FO 727 ATL			FO L11 MIA		
	3923	69236	BAUMAN		R.J.	05-01-89	FO 727 MIA			FO 727 ATL		
	3924	68211	MADDOX		M.N.	05-01-89	FO DC9 ATL			FO DC9 ATL		
	3925	69235	BEATY		G.L.	05-01-89	SO 727 ATL			SO 727 ATL		
	3926	68192	JONES		G.E.	05-01-89						
	3927	64821	SILVA		I.J.	05-01-89	CP 727 ATL	8T		CP 727 MIA	T	
	3928	65180	MILLIAMS		J.R.	05-01-89	FO 300 MIA			FO 300 ATL	1	
	3929	64823	NICODEMUS		I.F.	05-01-89	FO 757 ATL			FO 757 ATL		
	3930	65703	PATEL		A.M.	05-01-89	FO DC9 ATL					
	3931	65189	PROENZA		J.	05-01-89	SO 727 ATL			SO 727 MIA		
	3932	69188	BURTON		K.H.	05-01-89	SO 300 ATL			SO 300 ATL		
	3933	65705	NELSON		D.C.	05-01-89	SO 300 ATL			SO 300 ATL		
	3934	65183	VANBEUREN		M.	05-01-89	FO 727 MIA					
	3935	64818	LEONHARDT		S.J.	05-01-89	FO DC9 ATL			FO DC9 ATL		
	3936	65784	MAURER		T.A.	05-01-89	FO DC9 ATL			FO DC9 ATL		
	3937	65188	RACHIS		G.F.	05-01-89	FO 727 DCA			FO 727 DCA		
	3938	68206	HAMILTON		R.L.	05-01-89	SO 727 ATL			SO 727 ATL		
	3939	65786	LAUZON		L.R.	05-01-89	SO 727 ATL			SO 727 MIA		
	3940	68209	BOHANNON		D.H.	05-01-89	SO 300 ATL			SO 300 ATL		
	3941	65706	SILVER		J.R.	05-01-89	FO 727 JFK			FO 727 MIA		
	3942	65704	HENNESSEE		T.A.	05-01-89	SO 300 ATL					
	3943	68194	SIMMS		T.L.	05-01-89	SO 727 ATL	T		SO 727 ATL		
	3944	65186	WHALEY		G.E.	05-01-89	SO L11 ATL			SO L11 ATL		
	3945	68210	FORD		A.R.	05-01-89	FO L11 ATL			FO L11 ATL		
	3946	68191	KHORSHIDCHEHR		J.B.	05-01-89	FO 300 ATL			FO 300 ATL		
	3947	65187	REAM		T.A.	05-01-89	FO 727 ATL			FO 727 ATL		
	3948	65787	WOOD		G.S.	05-01-89	SO 727 ATL	T		SO 727 ATL		
	3949	65790	KUBECK		C.C.	05-01-89	FO 300 ATL			FO 300 ATL		
	3950	65788	LASALLE		J.C.	05-01-89	SO 300 ATL			SO 300 ATL		
	3951	65702	PHINNEY		J.H.	05-01-89	SO 727 MIA			SO 727 MIA		
	3952	69183	CONTI		R.G.	05-01-89	SO 300 MIA			SO 300 MIA		
	3953	41545	GRIFFIN		R.B.	05-02-89	FO 300 MIA	8		FO 300 MIA		
	3954	34320	GRINER		K.F.	05-08-89	SO 727 ATL			SO 727 ATL		

1 = CURTAILED	5 = 28-G-1B - UPGRADE	A = WAIT FOR CP-727	SUPERVISORY CODE
2 = DISPLACED	6 = 28-J	B = WAIT FOR CP-DC9	* = 950 - DOMICILE
3 = 28-G-6A - 15 MONTH LOCK	7 = 28-I-3C	C = GAIN FURTHER EXPERIENCE	* = 930 - TRAINING
4 = 28-G-6B - 15 MONTH LOCK	8 = 28-G-6A - 24 MONTH LOCK	U = UNASSIGNED	9 = SPECIAL

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## PILOT LISTING BY SENIORITY NUMBER - REPORT 14

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S C	SNRTY NBR	EMPL NBR	LAST	N A	M E	INIT	SRTY DATE	AUG 01,89 CATEG.-DOM	ID 1234	RET/BPT CATEG.-DOM-TYP	OCT 01,89 CATEG.-DOM	ID 1234	RET/BPT CATEG.-DOM-TYP
4026	83269	STRAUSS JR.	R.J.	05-15-89	CP	DC9	ATL	8					
4027	81995	MORANT	P.J.	05-15-89	CP	727	ATL	8			FO	DC9	ATL
4028	83389	BOISVERT	D.H.	05-15-89	CP	727	ATL	8			CP	727	ATL
4029	81994	MIR	R.C.	05-15-89	CP	DC9							
4030	83463	COTTLE	C.R.	05-15-89	FO	727	ATL						
4031	80348	WARREN	J.M.	05-15-89	CP	727	ATL		T				
4032	83466	FERNANDES	F.C.	05-15-89	FO	727	ATL					T	
4033	86137	LIEN	L.J.	05-15-89	FO	DC9	ATL						
4034	84252	MILSON	M.F.	05-15-89	CP	727	ATL	8			FO	DC9	ATL
4035	84257	HUGGINS	C.E.	05-15-89	CP	L11	MIA	T					
4036	83347	PTASCHEK	E.D.	05-15-89	CP	DC9	ATL				CP	L11	MIA
4037	81990	MARDIS	K.B.	05-15-89	CP	DC9							
4038	86726	CASE	R.E.	05-15-89	SO	727							
4039	81897	LEBOUITILLIER	D.	05-15-89	CP	727	ATL						
4040	83341	NAYPAVER	S.A.	05-15-89	SO	727	ATL						
4041	83387	ALLISON	D.H.	05-15-89	CP	DC9	ATL				SO	727	ATL
4042	86138	MCCABE	L.T.	05-15-89	SO	727	ATL				CP	DC9	ATL
4043	83388	BIRCHWOOD	E.S.	05-15-89	CP	727	ATL				SO	727	ATL
4044	83391	BRUDER	J.A.	05-15-89	FO	DC9	ATL				CP	727	ATL
4045	83265	RUSAK	E.J.	05-15-89	SO	727	ATL						
4046	71307	ABER	L.A.	05-15-89	CP	727	ATL				SO	727	MIA
4047	84251	MIGHT	T.R.	05-15-89	FO	727	ATL				FO	727	ATL
4048	81992	MARTINEZ	G.J.	05-15-89	FO	L11	ATL						
4049	83266	ROSE	H.H.	05-15-89	CP	727	ATL				FO	L11	ATL
4050	81896	LARSON JR.	J.R.	05-15-89	FO	300	MIA				CP	727	ATL
4051	86725	O'CONNELL	P.P.	05-15-89	SO	727	ATL				FO	300	ATL
4052	86143	NORMAN	J.S.	05-15-89	CP	727					SO	727	ATL
4053	86727	DELORENZO	P.A.	05-15-89	FO	727	ATL						
4054	83471	HAUTH	D.A.	05-15-89	FO	727	ATL				FO	727	ATL
4055	83394	CASANOVA	J.E.	05-15-89	FO	DC9	ATL				FO	727	MIA
4057	86142	HIRSCH	H.J.	05-15-89	CP	DC9	ATL						
4058	83342	NEAL	M.G.	05-15-89	FO	L11	ATL				CP	DC9	ATL
4059	83469	GODWIN	L.S.	05-15-89	SO	727	ATL				FO	L11	MIA
4060	86724	LANDRY	L.R.	05-15-89	FO	727	ATL						
4061	83470	HALL	J.C.	05-15-89	FO	L11	ATL				FO	727	ATL
4062	83395	CERRI	M.	05-15-89	FO	L11	ATL						
4063	83349	RAJU	K.V.	05-15-89	FO	757	ATL				FO	L11	ATL
4064	81989	LUSTRE	T.	05-15-89	SO	727	ATL				FO	757	ATL
4064A	86142	FOX	J.C.	05-15-89	SO	727	ATL				SO	727	ATL
4065	83396	COCKRELL	G.A.	05-15-89	SO	727	ATL				SO	727	ATL
4066	81894	KARMEL	M.	05-15-89	FO	DC9	ATL				SO	727	ATL
4067	81991	MARINAN	J.S.	05-15-89	SO	727	ATL				FO	DC9	ATL
4068	81891	HUDDLESTON	J.D.	05-15-89	FO	DC9	ATL				SO	727	ATL
4069	83386	SHERRY	E.E.	05-15-89	FO	DC9	ATL				FO	DC9	ATL
4070	83467	FORSBERG	S.A.	05-15-89	SO	727	ATL				FO	DC9	ATL
4072	83468	GARDNER	D.E.	05-15-89	FO	727	ATL				SO	727	MIA
4073	83343	OKSNEVAD	G.O.	05-15-89	SO	727	ATL				FO	727	MIA
4074	81892	KAHLA	I.R.	05-15-89	SO	727	ATL				SO	727	ATL
4075	83268	SOLBERG	S.D.	05-15-89	FO	DC9							
4076	84259	PETRUTSAS	L.S.	05-15-89	FO	DC9	ATL						
4077	81898	LEMAR	R.B.	05-15-89	SO	727	ATL						
4078	64119	ANDERSON	R.H.	05-15-89	SO	727	ATL				SO	727	ATL
4079	83270	TABARES	F.G.	05-15-89	SO	727	ATL				SO	727	ATL
4080	64117	HASSETT	P.R.	05-15-89	SO	727	ATL				SO	727	MIA
4081	83390	BOOHER	M.A.	05-15-89	FO	DC9	ATL				SO	D10	MIA
4082	83344	ORTEGA	C.A.	05-15-89	FO	300	MIA				FO	DC9	ATL
4083	83345	PALMER	B.D.	05-15-89	FO	757	ATL				FO	300	MIA
4084	83267	SCHRAG	J.A.	05-15-89	FO	L11	ATL				FO	757	ATL
4085	84254	PETERSON	M.J.	05-15-89	FO	DC9	ATL				FO	L11	ATL
4086	86723	BREDTHAUER	P.	05-15-89	SO	727	ATL						
4087	80342	CARLSON	D.E.	05-15-89	FO	727	ATL				SO	727	ATL
4088	86139	WOOD	D.R.	05-15-89	FO	727	ATL				FO	727	ATL
4089	83393	BURRELL	P.A.	05-15-89	SO	727	ATL				FO	727	ATL
4090	87388	PETERS	H.C.	05-22-89	CP	727	ATL				SO	727	ATL
4091	99636	LOPEZ	J.V.	05-22-89	FO	727	ATL				CP	727	ATL
4092	87160	KNECHT	M.J.	05-22-89	CP	DC9	ATL				FO	727	MIA
4093	83464	BOW	R.L.	05-22-89	CP	L11	MIA				CP	DC9	ATL

1 = CURTAILED

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3 = 28-G-6A - 15 MONTH LOCK

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IDENT CODE

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6 = 28-J

7 = 28-L-3C

8 = 28-G-6A - 24 MONTH LOCK

A = WAIT FOR CP-727

B = WAIT FOR CP-DC9

C = GAIN FURTHER EXPERIENCE

U = UNASSIGNED

SUPERVISORY CODE

\* = 950 - DOMICILE

# = 930 - TRAINING

@ = SPECIAL

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## PILOT LISTING BY SENIORITY NUMBER - REPORT 14

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S C	SNRTY NBR	EMPL NBR	LAST	N A	M E INIT	SRTY DATE	AUG 01,89 CATEG.-DOM	ID 1234	RET/BPT CATEG.-DOM-TYP	OCT 01,89 CATEG.-DOM	ID 1234	RET/BPT CATEG.-DOM-TYP
	4162	99467	RUTHERFORD		D.H.	05-29-89	CP DC9 ATL			CP DC9 ATL		
	4163	99587	JONES		H.W.	05-29-89	SO 727 DCA			SO 727 DCA		
	4164	87500	BRYANT		P.T.	05-29-89	CP DC9					
	4165	99618	MCGOWAN		R.W.	05-29-89	CP 727 DCA			CP 727 ATL		
	4166	99472	STARK		D.W.	05-29-89	CP 727 DCA			CP 727 DCA		
	4167	99584	JOHNSON		R.V.	05-29-89	FO DC9 ATL			FO DC9 ATL		
	4168	99586	JOHNSON		H.G.	05-29-89	CP 727 JFK			CP 727 JFK		
	4169	88108	CASTILLO		J.G.	05-29-89	FO 757 ATL			FO 757 ATL		
	4170	99582	HATFIELD		E.W.	05-29-89	CP DC9 ATL					
	4171	98484	WOODS		R.O.	05-29-89	FO 727 ATL			FO 727 ATL		
	4172	99620	MOODY		H.E.	05-29-89	CP 727 DCA					
	4173	98482	WHITTEMORE		J.W.	05-29-89	SO 727			SO 727 ATL		
	4174	99463	ROARK		J.P.	05-29-89	FO 727 ATL			FO 727 ATL		
	4175	98489	HERRSCRAFT		R.J.	05-29-89	CP 727 DCA			CP 727 DCA		
	4176	88103	BURT		P.B.	05-29-89	SO 727 DCA			SO 727 ATL		
	4177	98483	WINTER		P.	05-29-89	CP 727 JFK					
	4178	98494	ZAHNLE		O.G.	05-29-89	CP DC9 ATL			CP DC9 ATL		
	4179	98486	YOUNGBERG		J.B.	05-29-89	FO 727 ATL			FO 727 MIA		
	4180	98493	WANGCHARDEN		C.H.	05-29-89	SO 727 DCA			SO 727 DCA		
	4181	85348	BONDEN		T.A.	05-29-89	FO DC9 ATL			FO DC9 ATL		
	4182	99589	LAHECKER		D.R.	05-29-89	CP 727 DCA			CP 727 DCA		
	4183	99474	TROUT		J.P.	05-29-89	FO 757 ATL			FO 757 ATL		
	4184	99605	ECKHART		H.S.	05-29-89	CP DC9 ATL			FO DC9 ATL		
	4185	99600	CLEMMONS		T.E.	05-29-89	FO DC9 ATL			FO DC9 ATL		
	4186	81900	BACHRACH		M.S.	05-29-89	SO 727 DCA			SO 727 MIA		
	4187	99465	RUSMAN		K.S.	05-29-89	FO 727 JFK			FO 727 MIA		
	4188	98481	WALDREN		T.H.	05-29-89	SO L11 ATL			SO L11 ATL		
	4189	99629	BRIEGGS		P.R.	05-29-89	CP 727 JFK			CP 727 JFK		
	4190	99631	HANNON		J.H.	05-29-89	CP 727 DCA			CP 727 ATL		
	4191	98487	ZAAROUR		A.T.	05-29-89	SO 727 DCA			SO 727 DCA		
	4192	84255	BASINSKI		M.J.	05-29-89	SO 727 DCA			SO 727 MIA		
	4193	99475	VERMILION		R.D.	05-29-89	SO 727					
	4194	80349	ALLEN		S.D.	05-29-89	FO 727 ATL			FO 727 ATL		
	4195	99630	CONWAY		J.M.	05-29-89	SO 727 DCA			SO 727 MIA		
	4196	99639	CHRISTOPHER		A.S.	05-29-89	FO 727 ATL			FO 727 ATL		
	4197	98492	SWARTZFAGER		P.G.	05-29-89	FO DC9 ATL			FO DC9 ATL		
	4198	99580	FITZGERALD		S.L.	05-29-89	SO L11 ATL			SO L11 ATL		
	4199	98485	MORMUTH		T.F.	05-29-89	FO 727 ATL			FO 727 ATL		
	4200	99594	ALAVA		V.P.	06-05-89	CP DC9 ATL	T				
	4201	89780	DENNISON		R.R.	06-05-89	CP DC9 ATL	T		CP DC9 ATL		
	4202	97118	HOLLARN		T.J.	06-05-89	FO DC9 ATL					
	4203	95719	KELLY		D.J.	06-05-89	CP DC9 ATL					
	4204	97109	DEPHILLIPS		F.M.	06-05-89	FO DC9 ATL			FO DC9 ATL		
	4205	99468	CASIMIR		C.R.	06-05-89	FO L11 ATL					
	4206	95898	BRIER		J.A.	06-05-89	FO DC9 ATL					
	4207	87391	AKAM		G.L.	06-05-89	FO 727 DCA			FO 727 DCA		
	4208	99470	CHIPRANY		T.A.	06-05-89	CP 727 DCA			CP 727 DCA		
	4209	97120	JACKSON		B.D.	06-05-89	CP 727 JFK			CP 727 JFK		
	4210	99621	BRAUN		R.H.	06-05-89	CP 727 DCA			CP 727 DCA		
	4211	93731	PEREIRA		C.J.	06-05-89	CP 727					
	4212	95896	MOHLHUETER		J.A.	06-05-89	FO DC9 ATL			FO DC9 ATL		
	4213	99633	AMADOR		R.T.	06-05-89	CP DC9 ATL					
	4214	86729	BALDWIN		R.L.	06-05-89	FO DC9 ATL			FO DC9 ATL		
	4215	99473	CLAPP		K.M.	06-05-89	SO L11 ATL			SO L11 ATL		
	4216	95726	MCLAUGHLIN		R.I.	06-05-89	FO DC9 ATL					
	4217	95723	KRISSMAN		R.R.	06-05-89	CP 727 DCA					
	4218	93736	RHODES		J.L.	06-05-89	FO L11 ATL			FO L11 ATL		
	4219	93733	PRADA		L.H.	06-05-89	SO 727 DCA			SO 727 MIA		
	4220	93732	PHILLIPS		G.M.	06-05-89	CP 727 JFK			CP 727 JFK		
	4221	95724	KUNKEL		D.J.	06-05-89	FO L11 JFK			FO L11 JFK		
	4222	89785	OBRIEN		D.B.	06-05-89	FO L11 JFK			FO L11 JFK		
	4223	89782	GIOLITO		M.B.	06-05-89	SO L11 ATL			SO L11 ATL		
	4224	87393	COOPER		M.W.	06-05-89	FO DC9 ATL			FO DC9 ATL		
	4225	95899	CALLAHAN		R.E.	06-05-89	CP DC9 ATL			FO DC9 ATL		
	4227	38873	MAURO		A.F.	06-05-89	FO 727 JFK			FO 727 JFK		
	4228	89784	LAING		R.C.	06-05-89	SO 727 DCA			SO 727 ATL		
	4229	89781	DUMLER		M.A.	06-05-89	SO L11 ATL			SO L11 ATL		

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## PILOT LISTING BY SENIORITY NUMBER - REPORT 14

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S C	SNRTY NBR	EMPL NBR	LAST	N A M E INIT	SRTY DATE	AUG 01,89 CATEG.-DOM	ID 1234	RET/BPT CATEG.-DOM-TYP	OCT 01,89 CATEG.-DOM	ID 1234	RET/BPT CATEG.-DOM-TYP
	4297	72307	PETERS	L.M.	06-12-89	SO 727 JFK			SO 727 MIA		
	4298	88934	MARTIN	J.A.	06-12-89	FO DC9 ATL			FO DC9 ATL		
	4299	95725	DENISON	R.D.	06-12-89	FO DC9 ATL			FO DC9 ATL		
	4300	93893	JAMESON	D.L.	06-12-89	SO L11 JFK			SO L11 ATL		
	4301	46541	ROBINSON	R.D.	06-12-89	SO 727 JFK			SO 727 JFK		
	4302	97111	FAIRWEATHER	H.	06-12-89	SO 727 JFK			SO 727 JFK		
	4303	79744	MISSICK	T.R.	06-12-89	SO 727 JFK			SO 727 JFK		
	4304	46481	WEATHERFORD	M.S.	06-12-89	CP 727 JFK			FO 727 ATL		
	4305	95717	CLENDENEN	W.M.	06-12-89	SO 727 JFK			SO 727 ATL		
	4306	72310	REAVIS	C.L.	06-12-89	CP DC9 ATL					
	4307	46539	GOVATOS	J.D.	06-12-89	SO 727 JFK			SO 727 ATL		
	4308	46536	MOKTADIER	J.A.	06-12-89	SO 727 JFK			SO 727 MIA		
	4309	79747	OGILVIE	T.L.	06-12-89	SO 727 JFK			SO 727 ATL		
	4310	72308	RAMAPRAKASH	T.S.	06-12-89	SO 727 JFK			SO 727 MIA		
	4311	84253	YEATER	D.A.	06-16-89	CP 727 JFK			CP 727 JFK		
	4312	65785	WIREN	J.C.	06-16-89	CP 727 JFK			CP 727 ATL		
	4313	69243	PEYMANI	G.S.	06-16-89	CP 727					
	4314	64820	LANCIA	A.	06-16-89	SO 727 JFK			SO 727 JFK		
	4315	79732	GRANT	B.	06-16-89	SO 727 JFK			SO 727 ATL		
	4316	71548	WITTFOTH	J.S.	06-16-89	CP DC9 ATL	8		CP DC9 ATL		
	4317	64819	AMERICA	W.L.	06-16-89	CP 727 JFK					
	4318	99598	SOFFERIN	J.L.	06-16-89	FO 727 ATL			FO 727 ATL		
	4319	97117	HARRISON	J.D.	06-16-89	FO L11 ATL			FO L11 ATL		
	4320	81893	KALAJI	E.	06-16-89	FO 727 DCA			FO 727 ATL		
	4321	43028	WEBB	M.M.	06-19-89				SO 727 ATL		
	4322	44038	HOLLEY	J.A.	06-19-89				FO 727 ATL		
	4323	45058	SPENCER	J.F.	06-19-89				FO 727 ATL		
	4324	45055	SHOEMAKER	P.E.	06-19-89				FO 727 ATL		
	4325	79746	COLLINS	W.D.	06-19-89				FO 727 ATL		
	4326	46489	KAY	W.D.	06-19-89				FO 727 ATL		
	4327	45051	SCHMURR	J.C.	06-19-89				FO 727 ATL		
	4328	43930	WHITE	A.L.	06-19-89				SO 727 ATL		
	4329	88930	LYTLE	R.A.	06-19-89				FO 727 DCA		
	4330	46482	GYREK	E.W.	06-19-89				FO 757 ATL		
	4331	45060	TESSENYI	T.B.	06-19-89				FO DC9 ATL		
	4332	45049	SASS	R.A.	06-19-89				FO 727 ATL		
	4333	45057	SNELLGROVE	R.T.	06-19-89				FO 727 ATL		
	4334	45883	MOORE	W.H.	06-19-89				FO 727 ATL		
	4335	43932	WOOD	B.L.	06-19-89				SO 727 ATL		
	4336	44039	ELMORE	A.R.	06-19-89				FO 727 ATL		
	4337	43922	THOMPSON	R.L.	06-19-89				FO DC9 ATL		
	4338	45876	KELONE	D.P.	06-19-89				FO DC9 ATL		
	4339	46488	KARNOFSKY	K.M.	06-19-89				SO 727 ATL		
	4340	93735	BUMPS	M.R.	06-19-89				FO 727 ATL		
	4341	45882	HELLA	S.J.	06-19-89				FO 727 ATL		
	4342	99581	GIBSON	P.J.	06-19-89				FO 727 ATL		
	4343	45885	NAMETH	K.M.	06-19-89				FO 757 ATL		
	4344	95727	GRULLON	E.E.	06-19-89				FO 727 MIA		
	4345	45046	PASCHKE	J.H.	06-19-89				SO 727 ATL		
	4346	45056	SHUEY	B.E.	06-19-89				FO 727 ATL		
	4347	79745	CLARK	M.C.	06-19-89				SO 727 MIA		
	4348	44036	CHARNNES	J.E.	06-19-89				SO 727 JFK		
	4349	45880	LOGAN	D.R.	06-19-89				FO 727 ATL		
	4350	44035	WINKLER	F.K.	06-19-89				SO 727 MIA		
	4351	93729	COLTON	C.S.	06-19-89				SO 727 MIA		
	4352	46537	PARKS	T.L.	06-19-89				FO 727 ATL		
	4353	43929	WEBER	W.J.	06-19-89				FO 727 ATL		
	4354	45052	SCOTT	E.A.	06-19-89				FO 727 MIA		
	4355	72309	DEVISSER	A.T.	06-19-89						
	4356	95718	DEWITT	H.G.	06-19-89				SO 727 ATL		
	4357	99585	BRADLEY	R.	06-19-89				FO DC9 ATL		
	4358	46545	FRIED	S.I.	06-19-89				SO 727 JFK		
	4359	93734	PRICE	D.K.	06-19-89				SO 727 ATL		
	4360	93892	CASHATT	R.E.	06-19-89				SO 727 ATL		
	4361	43931	WISE	B.O.	06-19-89				SO 727 MIA		
	4362	80347	ADAMS	K.J.	06-19-89				FO 727 ATL		
	4363	43924	TUCKER	J.A.	06-19-89				SO 727 ATL		

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## PILOT LISTING BY SENIORITY NUMBER - REPORT 14

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S C	SNRTY NBR	EMPL NBR	N A LAST	M E INIT	SRTY DATE	AUG 01,89 CATEG.-DOM	ID 1234	RET/BPT CATEG.-DOM-TYP	OCT 01,89 CATEG.-DOM	ID 1234	RET/BPT CATEG.-DOM-TYP
4431	41615	REED	D.H.	06-26-89					FO DC9 ATL		
4432	43464	HOVERKAMP	G.V.	06-26-89					SO 727 MIA		
4433	41128	WAGGONER	A.H.	06-26-89					SO 727 MIA		
4434	41127	VIDRINE	R.P.	06-26-89					SO 727 ATL		
4435	40118	WILLIAMS	A.L.	07-03-89					FO DC9 ATL		
4436	41614	COBB	K.D.	07-03-89					FO DC9 ATL		
4437	15651	ROBERTS	J.R.	07-03-89					FO 727 ATL		
4438	46934	HALL	C.N.	07-03-89							
4439	95124	GALLOWAY	F.D.	07-03-89							
4440	00676	PROBST	L.J.	07-03-89					FO 727 ATL		
4441	43462	GUNDLACH	R.H.	07-03-89					FO 727 ATL		
4442	46059	STANFORD	H.K.	07-03-89					SO 727 ATL		
4443	40122	DENIKE	J.J.	07-03-89					FO 727 JFK		
4444	15662	HENDERSON	G.Y.	07-03-89					FO DC9 ATL		
4445	15649	RICKS	R.R.	07-03-89					FO DC9 ATL		
4446	00672	PAUL	B.H.	07-03-89							
4447	46930	VINCENT	C.E.	07-03-89					FO 757 ATL		
4448	00665	MCGONIGLE	P.H.	07-03-89					FO 727 ATL		
4449	15650	RIGGS	N.A.	07-03-89					FO 727 ATL		
4450	34550	GILMORE	J.C.	07-03-89					FO 727 ATL		
4451	34542	EALY	R.L.	07-03-89					FO DC9 ATL		
4452	15663	HENDERSON	J.K.	07-03-89					FO 727 ATL		
4453	15653	SHELLENBERG	M.S.	07-03-89					FO DC9 ATL		
4454	41618	CORBIN	D.W.	07-03-89					FO 727 DCA		
4455	41125	THOMAS	M.R.	07-03-89					SO 727 ATL		
4456	34547	GAGUIN	J.F.	07-03-89					FO 727 DCA		
4457	95125	HABY	C.M.	07-03-89					FO DC9 ATL		
4458	00664	LEARY	J.W.	07-03-89					FO 727 JFK		
4459	40120	DAVIS	S.A.	07-03-89					FO 757 ATL		
4460	34543	ELFORD	J.P.	07-03-89					FO 727 ATL		
4461	34551	GRIBAS	K.C.	07-03-89					FO DC9 ATL		
4462	34558	GIBBY	B.D.	07-03-89					FO DC9 ATL		
4463	00667	MORRIS	R.C.	07-03-89					FO 727 ATL		
4464	15660	HAHN	T.M.	07-03-89					FO DC9 ATL		
4465	34549	GILLES	M.P.	07-03-89					SO 727 ATL		
4466	00668	OEHL	B.A.	07-03-89					FO 727 ATL		
4467	46929	RASMUSSEN	L.L.	07-03-89							
4468	95123	CREEEL	R.L.	07-03-89					FO 757 MIA		
4469	95117	STROUP	R.L.	07-03-89					FO 727 ATL		
4470	46933	HILL	B.R.	07-03-89					FO 727 ATL		
4471	00673	PEREZ	L.M.	07-03-89					SO 727 MIA		
4472	41619	ROGERS	C.D.	07-03-89					FO 727 ATL		
4473	46928	LANDAN	C.D.	07-03-89					SO 727 JFK		
4474	15655	SPARRON	L.K.	07-03-89					SO 727 ATL		
4475	15667	KAMIKAWARA	M.J.	07-03-89					SO 727 JFK		
4476	15654	SKIRKO	J.	07-03-89					FO 727 ATL		
4477	41611	CALANTROPPIO	M.	07-03-89					SO 727 JFK		
4478	34545	FARBOLIN	G.J.	07-03-89					FO DC9 ATL		
4479	00671	PATROS	G.	07-03-89					FO 727 ATL		
4480	34546	FICAJ	A.B.	07-03-89					FO 727 ATL		
4481	15664	HENRIKSEN	M.D.	07-03-89					SO 727 ATL		
4482	43456	GARBERG	P.J.	07-03-89					FO DC9 ATL		
4483	00666	MORGAN	D.P.	07-03-89					FO 727 ATL		
4484	95120	ALFORD	J.W.	07-10-89							
4485	41609	BOSCHERT	E.J.	07-10-89							
4486	43409	REILLY	E.L.	07-10-89					FO 727 ATL		
4487	95116	MCGEE	J.A.	07-10-89					FO 727 ATL		
4488	41236	STANTON	J.R.	07-10-89					SO 727 MIA		
4489	46680	MOTLEY	A.A.	07-10-89							
4490	00663	KEAHEY	J.R.	07-10-89					FO DC9 ATL		
4491	41610	KEETH	D.M.	07-10-89					FO DC9 ATL		
4492	00675	LYNCH	J.R.	07-10-89					SO 727 ATL		
4493	41891	BURKE	E.	07-10-89					FO DC9 ATL		
4494	41238	JACKSON	A.C.	07-10-89							
4495	41235	GUNDLACH	P.S.	07-10-89							
4496	15665	DUREPO	G.A.	07-10-89							
4497	46931	HALLS	D.H.	07-10-89					FO DC9 ATL		

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	4565	17556	ZULASKI	M.J.		07-17-89				FO 727 ATL		
	4566	17557	BROWN	R.B.		07-17-89				SO 727 MIA		
	4567	17257	WATTERS	K.K.		07-17-89				SO 727 ATL		
	4568	17194	QUIGLEY	P.D.		07-17-89				FO 727 JFK		
	4569	17163	NAGLE	J.R.		07-17-89				FO 727 ATL		
	4570	37720	FINK	G.L.		07-17-89				SO 727 ATL		
	4571	37463	GENTRY	R.C.		07-17-89				FO 727 ATL		
	4572	37467	GUSTAVSON	H.L.		07-17-89				FO 727 MIA		
	4573	37249	HILLIS	E.A.		07-17-89				FO 727 ATL		
	4574	41975	CHORNOCK	B.M.		07-17-89				FO DC9 ATL		
	4575	17523	LATHAM	E.D.		07-17-89				SO 727 ATL		
	4576	37469	HASTINGS	O.S.		07-17-89				SO 727 ATL		
	4577	17164	OLIHAN	J.		07-17-89				FO 727 ATL		
	4578	17162	MOSELEY	B.L.		07-17-89				FO DC9 ATL		
	4579	17221	SORENSEN	J.T.		07-17-89				FO L11 ATL		
	4580	17220	SMITH	G.L.		07-17-89				FO 727 MIA		
	4581	17170	POERSCHKE	J.R.		07-17-89						
	4582	17397	BIRMINGHAM	J.D.		07-17-89						
	4583	17161	MILLWARD	D.R.		07-17-89						
	4584	17260	ALEXANDER	M.M.		07-17-89				SO 727 ATL		
	4585	17522	LANE	R.O.		07-17-89				FO 757 ATL		
	4586	17535	TAYLOR	M.J.		07-17-89				SO 727 ATL		
	4587	37468	HAMMOND	S.J.		07-17-89				FO DC9 ATL		
	4588	17536	THETFORD	H.R.		07-17-89				SO 727 ATL		
	4589	17471	HOWARD	P.		07-17-89				SO 727 JFK		
	4590	17558	DULANY	R.O.		07-17-89						
	4591	17609	URCINOLE	J.		07-17-89				FO DC9 ATL		
	4592	36520	LOWDERMILK	A.M.		07-17-89				SO 727 DCA		
	4593	17525	MILLER	T.O.		07-17-89				FO DC9 ATL		
	4594	37721	FUGEDY	J.J.		07-17-89				SO L11 ATL		
	4595	17521	JACOBS	D.		07-17-89				FO DC9 ATL		
	4596	43465	BAHR	D.J.		07-17-89				FO 727 ATL		
	4597	37466	GRENIE	A.A.		07-17-89				FO DC9 ATL		
	4598	37252	KALANTSRI	F.		07-17-89				SO 727 ATL		
	4599	37719	FETTERHOFF	R.K.		07-17-89				FO DC9 ATL		
	4600	00669	KLOTZ	K.T.		07-17-89				FO 727 MIA		
	4601	37715	DONNELSON	R.D.		07-17-89				SO 727 ATL		
	4602	46487	BARNES	G.R.		07-17-89				SO 727 ATL		
	4603	17226	VASENDEN	A.V.		07-17-89				FO DC9 ATL		
	4604	17256	HARDE	Y.C.		07-17-89				SO 727 MIA		
	4605	17473	HYDE	H.		07-17-89				SO 727 ATL		
	4606	17197	RITCHIE	C.W.		07-17-89				FO DC9 ATL		
	4607	17527	NEWSON	D.		07-17-89				FO DC9 ATL		
	4608	17463	GOUGE	P.B.		07-17-89				SO 727 ATL		
	4609	17555	WEITZEL	L.D.		07-17-89				FO DC9 ATL		
	4610	41979	TIDWELL	J.L.		07-17-89				SO 727 ATL		
	4611	37250	JATTANSINGH	M.		07-17-89				FO DC9 ATL		
	4612	17402	BUTTARS	M.L.		07-17-89				SO 727 ATL		
	4613	15666	BLELLOCH	D.J.		07-17-89				FO L11 ATL		
	4614	17225	THOMAS	S.		07-17-89				SO 727 ATL		
	4615	36369	DAVIDSON	K.B.		07-17-89				FO 727 ATL		
	4616	17169	OLSON	S.M.		07-17-89				SO 727 ATL		
	4617	17528	SALIBA	B.N.		07-17-89				SO 727 DCA		
	4618	17610	DAVIDSON	D.		07-17-89				SO 727 ATL		
	4619	36350	MATHEYS	B.C.		07-17-89						
	4620	17607	JOHNSTON	P.R.		07-17-89				FO DC9 ATL		
	4621	43463	ALLEN	R.J.		07-17-89				FO 727 ATL		
	4622	07270	HOWARD	C.		07-24-89				SO 727 ATL		
	4623	51564	NORIS	R.		07-24-89				FO DC9 ATL		
	4624	72446	PRESCOTT	L.L.		07-24-89				FO 757 ATL		
	4625	51466	SMITH	T.		07-24-89				FO 727 MIA		
	4626	72448	ROBERTSON	J.H.		07-24-89				FO DC9 ATL		
	4627	73067	TAYLOR	D.A.		07-24-89				SO 727 DCA		
	4628	17405	AUTRY	J.S.		07-24-89				FO 727 ATL		
	4629	74466	ROHREK	W.		07-24-89				SO L11 ATL		
	4630	72181	O'CONNELL	J.M.		07-24-89				FO 757 ATL		
	4631	17613	JACKSON	W.T.		07-24-89				FO 727 ATL		

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S C	SNRTY NBR	EMPL NBR	LAST	N A	M E INIT	SRTY DATE	AUG 01,89 CATEG.-DOM	ID 1234	RET/BPT CATEG.-DOM-TYP	OCT 01,89 CATEG.-DOM	ID 1234	RET/BPT CATEG.-DOM-TYP
	4699	70655	PURPURA		K.E.	07-24-89						
	4700	71177	HARTLEY		J.D.	07-24-89				FO 727 ATL		
	4701	71100	DAILY		N.	07-24-89				SO L11 MIA		
	4702	71105	GILL		K.W.	07-24-89				SO 727 MIA		
	4703	73068	WARREN		R.R.	07-24-89				SO 727 ATL		
	4704	73296	ELLIOTT		R.	07-24-89				FO 727 ATL		
	4705	74463	MONTFORT		M.	07-24-89				FO 727 ATL		
	4706	71174	HAMPEL		M.L.	07-24-89				SO 727 MIA		
	4707	71175	HANEY		F.C.	07-24-89						
	4708	71101	DAVISON		D.J.	07-24-89				SO L11 MIA		
	4709	17222	CANFIELD II		T.H.	07-24-89				SO 727 MIA		
	4710	72606	YOUNGS		D.B.	07-24-89				FO DC9 ATL		
	4711	72489	TIPPETT		K.T.	07-24-89				SO 727 MIA		
	4712	17212	BURNS		D.A.	07-24-89				SO 727 ATL		
	4713	72729	ZINGER		P.H.	07-24-89				FO DC9 ATL		
	4714	15668	BORTH		J.E.	07-24-89				FO DC9 ATL		
	4715	72180	NEUMANN		P.G.	07-24-89				SO 727 MIA		
	4716	72527	SHAFFER		S.	07-24-89				SO L11 MIA		
	4717	72488	TIAINEN		J.J.	07-24-89				FO DC9 ATL		
	4718	71171	GOLDMAN		D.M.	07-24-89				SO 727 MIA		
	4719	72447	PRIJZ		F.P.	07-24-89				FO DC9 ATL		
	4720	73295	CHAMPION		J.	07-24-89				FO 727 JFK		
	4721	72179	MURPHY		R.J.	07-24-89				FO 727 ATL		
	4722	51562	TRIMMEL		H.	07-24-89				SO 727 MIA		
	4723	71176	HANSEN		L.B.	07-24-89				FO 727 ATL		
	4724	71538	BARR		D.J.	07-24-89				SO 727 MIA		
	4725	51468	STENART		B.M.	07-24-89				SO 727 MIA		
	4726	73367	HOFFMAN		G.	07-24-89				FO 727 DCA		
	4727	72525	ROCCHETTI		E.G.	07-24-89				SO 727 MIA		
	4728	72182	PATIN		O.A.	07-24-89				SO 727 JFK		
	4729	48023	LOFTUS		T.P.	07-31-89				SO 727 MIA		
	4730	79900	MACRAE-HALL		J.M.	07-31-89				SO 727 MIA		
	4731	58990	FRYE		J.H.	07-31-89				FO L11 ATL		
	4732	79559	HUNTER		R.E.	07-31-89				FO 727 MIA		
	4733	79113	CROCKER		C.E.	07-31-89				FO L11 ATL		
	4734	78817	JOHNSON		J.A.	07-31-89				FO DC9 ATL		
	4735	56349	ADAMS		A.M.	07-31-89				SO L11 MIA		
	4736	70099	WALDER		G.M.	07-31-89				FO 727 JFK		
	4737	70045	WRIGHT		E.L.	07-31-89				FO L11 ATL		
	4738	70906	HARRIS		R.J.	07-31-89				FO 727 MIA		
	4739	79722	GRIMM		L.	07-31-89				SO L11 MIA		
	4740	67743	LEABO		M.I.	07-31-89				SO L11 JFK		
	4741	71537	CARTER		B.R.	07-31-89				SO 727 DCA		
	4742	79110	BAY		P.E.	07-31-89				FO 757 JFK		
	4743	79527	SULLIVAN		E.	07-31-89				FO L11 ATL		
	4744	79898	CIEPLIK		T.K.	07-31-89				FO L11 ATL		
	4745	79714	HOUSTON		J.L.	07-31-89				SO 727 DCA		
	4746	79560	BELL		L.	07-31-89				SO 727 DCA		
	4747	70908	INGBER		A.L.	07-31-89				FO L11 ATL		
	4748	70653	BENNETT		B.L.	07-31-89				FO 757 MIA		
	4749	79228	MCCLELLAND		T.W.	07-31-89				FO 727 DCA		
	4750	70096	SULLIVAN		J.E.	07-31-89				FO 727 MIA		
	4751	79719	KING		S.	07-31-89				SO 727 DCA		
	4752	70909	ACCARDO		P.A.	07-31-89				SO 727 DCA		
	4753	70075	REYNOLDS		J.L.	07-31-89				FO 727 MIA		
	4754	59249	HADLOCK		J.L.	07-31-89				FO 727 MIA		
	4755	58992	HACKNEY		S.A.	07-31-89						
	4756	72173	KING		M.E.	07-31-89				SO 727 DCA		
	4757	79902	NILES		A.	07-31-89				SO 727 DCA		
	4758	67880	MOORE		J.C.	07-31-89				FO DC9 ATL		
	4759	17218	ALLEN		G.M.	07-31-89				FO 727 MIA		
	4760	67746	LUZHAK		L.J.	07-31-89				FO 727 MIA		
	4761	59250	HARBOUR		J.W.	07-31-89				SO 727 JFK		
	4762	37716	ADAMS		J.V.	07-31-89				SO 727 DCA		
	4763	70043	WHEELER		D.F.	07-31-89				SO 727 JFK		
	4764	79563	BAZAR		N.	07-31-89				FO 727 MIA		
	4765	67888	MUNEZ		J.R.	07-31-89				FO 727 DCA		
										FO L11 ATL		

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	4832A	51726	CLARK		J.		08-07-89				FO 727 JFK		
	4833	50284	ONEILL		C.B.		08-07-89				FO 727 DCA		
	4834	52619	MAXWELL		A.R.		08-07-89				FO DC9 ATL		
	4836	67742	BROWN		E.H.		08-07-89				FO 757 JFK		
	4837	52508	SANSONE		J.D.		08-07-89				SO 727 JFK		
	4838	51584	ELKINS		J.R.		08-07-89				FO L11 JFK		
	4839	56823	BAXTER		G.W.		08-07-89				FO 727 JFK		
	4840	70086	CRAFTON		M.L.		08-07-89				FO 727 JFK		
	4841	80477	MICK		C.E.		08-07-89				FO 727 JFK		
	4842	80141	HURD		J.W.		08-07-89				FO DC9 ATL		
	4843	80433	KOZIOL		R.L.		08-07-89				SO 727 JFK		
	4844	67879	BROWNE		A.		08-07-89				SO 727 JFK		
	4845	51729	OATFIELD		J.P.		08-07-89				FO 727 JFK		
	4846	51495	THOMPSON		R.L.		08-07-89				SO 727 JFK		
	4847	51927	MALDRON		J.E.		08-07-89						
	4848	58269	OXENHAM		J.		08-07-89				FO L11 JFK		
	4849	51551	BURCH		H.R.		08-07-89				FO DC9 ATL		
	4850	51691	MOORE		R.T.		08-07-89				FO DC9 ATL		
	4851	70046	DOERR		R.		08-07-89				SO 727 MIA	T	
	4852	80476	MCCLENDON		P.H.		08-07-89				FO 727 JFK		
	4853	51700	MULLAHEY		M.		08-07-89				SO 727 JFK		
	4854	80431	JOHNSON		E.E.		08-07-89				FO 727 JFK		
	4855	71535	ARONOFF		H.		08-07-89				FO L11 JFK		
	4856	51662	GRAHAM		D.E.		08-07-89				FO DC9 ATL		
	4857	51898	STEVENS		B.		08-07-89				FO 727 JFK		
	4859	52210	WILLIAMS		B.		08-07-89				FO 757 JFK		
	4860	51541	ZOGLEMAN		M.W.		08-07-89				FO DC9 ATL		
	4861	51897	SMITH		L.		08-07-89				FO DC9 ATL		
	4862	56825	DOROUGH		T.A.		08-07-89				FO 727 JFK		
	4863	67889	CLARY		B.K.		08-07-89				SO 727 JFK		
	4864	51493	STANSBURY		T.H.		08-07-89				FO 727 JFK		
	4865	52484	NADOLNY		J.E.		08-07-89				FO 727 JFK		
	4866	52770	LARSEN		J.R.		08-07-89						
	4867	51713	LANDRUM		M.A.		08-07-89				FO 727 JFK		
	4868	51510	VAZQUEZ		D.		08-07-89				FO 727 JFK		
	4869	51725	OYLER		J.B.		08-07-89				FO DC9 ATL		
	4870	51464	PATTON		D.S.		08-07-89				SO 727 JFK		
	4871	58270	RANNER		J.E.		08-07-89				FO 727 JFK		
	4872	51548	AGOSTINO		R.W.		08-07-89				FO DC9 ATL		
	4873	51514	MADE		D.A.		08-07-89				SO 727 JFK		
	4874	51891	SEFTON		R.L.		08-07-89				SO L11 JFK		
	4875	52621	GUTIERREZ		H.		08-07-89				FO 727 JFK		
	4876	80473	LAWSON		J.H.		08-07-89				FO DC9 ATL		
	4877	51923	URBASZENSKI		K.L.		08-07-89				FO 727 JFK		
	4878	51948	CHANDLER		J.W.		08-07-89				FO DC9 ATL		
	4879	51536	WARNOCK		J.C.		08-07-89				FO 727 JFK		
	4880	70095	CURRENT		M.E.		08-07-89						
	4881	70072	DALRYMPLE		D.P.		08-07-89				SO 727 JFK		
	4882	51690	MAY		M.H.		08-07-89				FO 727 JFK		
	4883	51494	TEVIS		T.J.		08-07-89				FO 757 JFK		
	4884	58989	BLANKESHIP		J.D.		08-07-89				FO 727 JFK		
	4885	56826	DUFF		M.L.		08-07-89				FO 727 JFK		
	4886	72887	ABBOTT		G.V.		08-07-89						
	4887	51587	ENGREN		D.		08-07-89				FO 727 JFK		
	4888	52771	NAVICKAS		J.		08-07-89				SO 727 JFK		
	4889	51491	SOGN		H.M.		08-07-89				FO 757 JFK		
	4890	72919	ASHBROOK		L.J.		08-07-89				FO 727 JFK		
	4891	51915	TELLECHEA		C.M.		08-07-89				FO L11 JFK		
	4892	52620	GEORGAKOPOULOS		I.C.		08-07-89				FO 727 JFK		
	4893	52594	BALL		S.		08-07-89				SO 727 JFK		
	4894	80474	MARYANNAKIS		A.		08-07-89				FO 727 JFK		
	4895	51497	TOMLINSON		H.H.		08-07-89				FO DC9 ATL		
	4896	51604	FARMER		M.		08-07-89				SO 727 JFK		
	4897	51486	ROBINSON		D.B.		08-07-89				SO 727 JFK		
	4898	51723	NIVEN		R.		08-07-89				FO 727 JFK		
	4899	50286	OOMMEN		N.		08-07-89				SO 727 JFK		
	4900	52507	ZOLCZYNSKI		M.A.		08-07-89				FO 727 JFK		

## IDENT CODE-

1 = CURTAILED

5 = 28-G-1B - UPGRADE

A = WAIT FOR CP-727

## SUPERVISORY CODE

2 = DISPLACED

6 = 28-J

B = WAIT FOR CP-DC9

\* = 950 - DOMICILE

3 = 28-G-6A - 15 MONTH LOCK

7 = 28-L-3C

C = GAIN FURTHER EXPERIENCE

\* = 930 - TRAINING

4 = 28-G-6B - 15 MONTH LOCK

8 = 28-G-6A - 24 MONTH LOCK

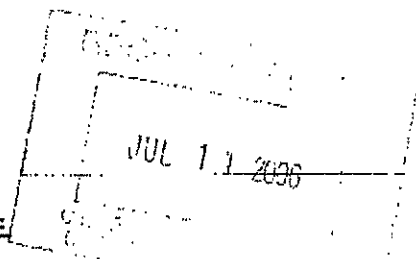
U = UNASSIGNED

@ = SPECIAL

**EXHIBIT 3**

**PILOTS ON THE 1990 EASTERN SENIORITY LIST PURPOSELY EXCLUDED  
BY CLASS REPRESENTATIVES AND CONTINENTAL FROM THE JANUARY  
31, 2002 SETTLEMENT AGREEMENT.**

	<u>Name:</u>	<u>Employee Number:</u>
1	Laberge R.M.	50158
2	Morton C.V.	62554
3	Wade P.E.	92224
4	Guma J.	82708
5	Richart H.M.	38908
6	Phillips T.E.	38909
7	Houck D.R.	48630
8	Whitten J.L.	98035
9	Kouwenhoven H.J.	40574
10	Keane M.D.	76018
11	Fischer D.R.	24175
12	Benson R.B.	77810
13	Olmeda E.J.	58797
14	Mize L.E.	58049
15	Campbell J.G.	57284
16	Sellers P.A.	58809
17	Meccia T.N.	58048
18	Gross G.T.	57292
19	Cockey R.M.	57286
20	Guy G.	57293
21	Nichols C.R.	58796
22	Robbins D.D.	58807
23	Martin G.A.	58046
24	Oliver V.J.	65883
25	Smith E.	58811
26	Leissle J.J.	58043
27	Eckert C.R.	57289
28	Leonard R.C.	58045
29	Lemoi W.T.	58044
30	Morana A.D.	58050
31	Sephehrizadeh G.R.	58810
32	Pazmino E.R.	58798
33	Fontana D.J.	57291
34	Imam N.	58042
35	Baker D.R.	58813
36	Cook R.E.	57287
37	Correa L.C.	57288
38	Clemans M.C.	57285
39	Powell D.B.	58805
40	Falcon R.A.	57290
41	Wills C.H.	58812
42	Bartlett L.B.	04313
43	Morris K.D.	60030
44	Creppel J.J.	20188
45	Sacker Jr. W.S	20199
46	Kitchens R.E.	20711



48	Akkarach P.	20775
49	Latorre J.G.	20779
50	Johnson B.W.	20774
51	Lane B.N.	20716
52	Meyers J.W.	20190
53	Stillings C.E.	20198
54	Pastrana L.	59208
55	Vandyck W.G.	20777
56	Babayan M.G.	20717
57	Cullingford G.T.	20191
58	Lembo G.	20193
59	Erickson J.A.	20776
60	Dubeau K.W.	20714
61	Brown K.M.	20718
62	Salvati P.P.	20195
63	Gurtner N.J.	20715
64	Allan G.A.	20189
65	Ramelli T.G.	20778
66	Ross C.G.	20194
67	Maynard C.G.	56769
68	Sawacki R.S.	77749
69	Brooks D.L.	76009
70	Henderson M.D.	59202
71	Costantini J.J.	17992
72	Myal W.J.	63598
73	Saunders III W.E.	77682
74	Ryba F.W.	76951
75	Gilliam J.C.	49068
76	Orlob W.J.	66267
77	Bowen P.K.	86359
78	Rao N.M.	72125
79	Borgen I.A.	29627
80	Anderson N.F.	29624
81	Smith R.D.	26262
82	Kimmel K.D.	29621
83	Hicks J.H.	23607
84	Ford B.C.	21004
85	Russell J.A.	26259
86	McLaughlin J.	23619
87	Witt D.C.	29618
88	Canaday D.F.	20970
89	Weller L.E.	29616
90	Stephen J.N.	26264
91	Chamberlin L.M.	20971
92	Cox G.R.	20997
93	Korby J.M.	29628
94	Vogt T.C.	29620
95	Drews R.A.	21001
96	Hall J.A.	23603
97	Jensen L.K.	23609
98	Dunton J.M.	20964
99	Dawson W.R.	20998

100	Mullins E.R.	25088
101	Knight R.D.	25089
102	Siegel W.A.	26261
103	Smith R.E.	26263
104	Alexander T.E.	64137
105	Childs R.W.	20972
106	Thompson J.T.	29607
107	Amend Jr F.R.	20781
108	Warren G.G.	29615
109	Day D.A.	20999
110	Caison S.E.	20969
111	Henne C.M.	23606
112	Kotschack O.	49527
113	Stewart M.M.	29605
114	Brittain D.P.	20966
115	Miston P.W.	29626
116	Goebel R.W.	21009
117	Forman J.D.	21005
118	Hightower J.M.	23608
119	Kramer M.	23612
120	Keenan J.E.	23610
121	Marcomichalis N.M.	23617
122	Beacher M.M.	20963
123	Mudge R.M.	25087
124	Bhim-Rao J.	20965
125	Olsen J.W.	25090
126	Stewart C.T.	26265
127	Taylor C.A.	29606
128	Millican C.J.	25086
129	Rodriguez A.L.	25094
130	Vanbaalen P.H.	29608
131	Kalaitzidis K.	29625
132	Rheintgen J.J.	25093
133	Liddle J.R.	64133
134	Morris C.E.	62262
135	Link R.L.	31865
136	Edwards H.R.	26260
137	Davis L.L.	23615
138	Schrenkel Jr.	32428
139	Castrillo A.	64128
140	Waggoner W.D.	57511
141	Limor N.H.	31848
142	Fowler G.J.	29629
143	D'Ambrosio J.A.	64130
144	Ray T.D.	64135
145	Frazer A.R.	64131
146	Logan Jr J.L.	31866
147	Insua E.J.	30900
148	Huddleston D.W.	30896
149	Stiles J.D.	57510
150	Horne W.F.	64132
151	Huffman R.L.	30897

152	Sigler G.B.	57504
153	Maldonado L.M.	31868
154	Lapointe J.G.	30909
155	Hunt L.E.	30899
156	Smith D.E.	57507
157	Cauble R.L.	64129
158	Lindner A.	31864
159	Howe J.B.	64826
160	Stanton J.	64122
161	Killingsworth M.J.	30906
162	Burns C.E.	21003
163	McKenzie S.W.	32420
164	Good G.D.	30895
165	Gorman S.D.	64116
166	Khoshlafz A.K.	30905
167	Raeves M.A.	32425
168	Weber M.E.	64136
169	Bastian A.L.	20973
170	Wittmer M.E.	64108
171	Hughes J.L.	30898
172	Garcia C.	30893
173	McCarthy J.F.	64124
174	Gabbard C.C.	30892
175	Stephens G.W.	57509
176	Gersch B.L.	30894
177	McManus E.J.	32421
178	Zemary K.J.	64110
179	Dastranj M.S.	23613
180	Simpson R.R.	57505
181	Lazzari J.A.	31862
182	McRae C.M.	64123
183	Bormann D.J.	21002
184	Aguiar J.J.	20962
185	Yoe R.B.	98889
186	Arguez R.A.	67626
187	McKesson B.C.	68207
188	Hilyard D.C.	68195
189	Chancey J.W.	69189
190	Meggs H.G.	64822
191	Covault L.E.	18129
192	Mokry F.B.	68196
193	Decker Jr G.E.	69184
194	Stone N.	85949
195	Mayer R.E.	68208
196	Hulse D.D.	68193
197	Foley W.T.	68212
198	French G.B.	65182
199	Thruston E.F.	65184
200	Clark E.T.	69185
201	Catchings D.S.	69186
202	Hannon H.N.	68205
203	Kranker P.L.	68190

204	Becker D.A.	65185
205	Young I.F.	99000
206	Whisenant M.K.	65708
207	Bieniek C.R.	64825
208	Bauman R.L.	69236
209	Maddox W.N.	68211
210	Jones G.E.	68192
211	Silva I.J.	64821
212	Williams J.R.	65180
213	Nicodemus I.F.	64823
214	Patel A.M.	65703
215	Proenza J.	65189
216	Burton K.H.	69188
217	Nelson D.C.	65705
218	Vanbeuren M.	65183
219	Maurer T.A.	65784
220	Rachis G.F.	65188
221	Hamilton R.L.	68206
222	Lauzon L.R.	65786
223	Bohannon D.W.	68209
224	Silver J.R.	65706
225	Hennessee T.A.	65704
226	Simms T.L.	68194
227	Whaley G.E.	65186
228	Ford A.R.	68210
229	Khorshidchehr J.B.	68191
230	Ream T.A.	65187
231	Wood G.S.	65787
232	Kubeck C.C.	65790
233	Lasalle J.C.	65788
234	Phinney J.H.	65702
235	Griffin R.B.	41545
236	Grinar K.F.	34320
237	Murphy R.J.	79507
238	Brown R.L.	09888
239	Mosher III R.R.	79734
240	West D.F.	80341
241	Livingston T.A.	79728
242	Brooke M.L.	71311
243	Ranson W.M.	69244
244	Hillis R.W.	79506
245	Treadwall III W.T.	71310
246	Ball F.W.	79511
247	Rohaley J.E.	79730
248	Suriano P.	79727
249	Meyer F.L.	69239
250	Grafstrom B.G.	64106
251	Winterrath J.R.	69352
252	Carrington P.E.	29619
253	Rutherford Jr W.	79733
254	Quinn F.J.	79513
255	Theis R.L.	69347



256	Restivo J.D.	69343
257	Laham W.J.	71312
258	Connor E.H.	30907
259	Diachuk W.O.	71544
260	Shoulars R.W.	69345
261	Shahid F.	69354
262	Gatherum S.D.	57508
263	Neely M.K.	69241
264	Foraker T.W.	69353
265	Keleher S.P.	64125
266	House R.L.	71308
267	Escobar A.	79729
268	Durand III W.H.	32424
269	Gerant J.G.	57512
270	Dermish A.M.	71305
271	English G.M.	79731
272	Cottrell A.W.	30910
273	Sitta D.C.	79514
274	Bouche A.M.	26258
275	Eberhart M.M.	32426
276	Marsio W.J.	69237
277	Rabasa M.	79510
278	Dantonio J.J.	71303
279	Blau R.B.	23605
280	Aronoff M.B.	21000
281	Stradthagene F.X.	71304
282	Woronoff L.S.	71306
283	Theofilatos S.	69348
284	Anderson B.J.	20968
285	Converse W.C.	30908
286	Manion C.M.	69187
287	Willingham W.B.	69351
288	Boykin F.W.	71540
289	Angel W.H.	20974
290	Love G.R.	10182
291	Ragozzino G.	84260
292	Strauss Jr. R.J.	83269
293	Morant P.J.	81995
294	Boisvert D.H.	83389
295	Mir R.C.	81994
296	Cottle C.R.	83463
297	Warren J.M.	80348
298	Fernandes F.C.	83466
299	Lien L.J.	86137
300	Wilson W.F.	84252
301	Huggins C.E.	84257
302	Ptaschek E.D.	83347
303	Mardis K.B.	81990
304	Case R.E.	86726
305	Leboutillier D.	81897
306	Naypaver S.A.	83341
307	Allison D.H.	83387

308	Birchwood E.S.	83388
309	Bruder J.A.	83391
310	Rusak E.J.	83265
311	Wight T.R.	84251
312	Martinez G.J.	81992
313	Rose H.H.	83264
314	Larson Jr. J.R.	81896
315	O'Connell P.P.	86725
316	Delorenzo P.A.	86727
317	Casanova J.E.	83394
318	Hirsch W.J.	86141
319	Neal W.G.	83342
320	Godwin L.S.	83469
321	Landry L.R.	86724
322	Hall J.C.	83470
323	Cerri M.	83395
324	Lustre T.	81989
325	Fox J.C.	86142
326	Cockrell G.A.	83396
327	Karmel M.	81894
328	Marinan J.S.	81991
329	Sherry E. E.	83386
330	Oksnavad	83343
331	Kahla I. R.	81892
332	Solberg S.O.	83268
333	Petrutsas L.S.	84259
334	Lemar R.B.	81898
335	Anderson R.W.	64119
336	Tabares F.G.	83270
337	Booher M.A.	83390
338	Ortega C. A.	83344
339	Palmer B.D.	83345
340	Peterson M.J.	84254
341	Carlson D.E.	80342
342	Wood D.R.	86139
343	Burrell P.A.	83393
344	Peters W.C.	87388
345	Lopez J.V.	99636
346	Knecht M.J.	87160
347	Bow	83464
348	Czepiel K.J.	81899
349	Lana A.Q.	99634
350	Roney D.G.	75639
351	Smith N.R.	87498
352	Garace J.A.	80343
353	Phillips H. W.	99638
354	Smith R.J.	87499
355	McDowell J.D.	87164
356	Weikener R.J.	88107
357	Salisbury K.G.	87392
358	Eckley J.A.	99597
359	Fatolahhi A.	84258

360	Gormley B.J.	83266
361	Thomas F	88451
362	Sheldon R.M.	87394
363	Brown R.O.	80346
364	Nicholas M.V.	87166
365	Mahan R.G.	87162
366	Morgan J.C.	99637
367	Calgagno M.F	64107
368	Florence W.A.	83346
369	Bezwald	29630
370	Mason R.	87163
371	Shair N.	99592
372	Correa D.	81895
373	Woulas V.	99579
374	O'Brien	87387
375	Kotler G.	87161
376	Hendrickson R.A.	99632
377	Sword G.E.	87502
378	Belna R.T.	87158
379	Samillion D.L.	99642
380	Hall, O.L.	71302
381	Sooknanan P.	99593
382	Vonkrebs D.M.	88104
383	Albright R.J.	88109
384	Sylvia J.H.	87503
385	Taylor J.R.	87504
386	Elmdanat R.	81993
387	Holub L.L.	87159
388	Darling P.	87390
389	Cloutier	99601
390	McDonald R.	97107
391	Hem N.H.	98490
392	Ireland R.	98491
393	Povilus W.R.	99462
394	Clubb R.	98488
395	Sparks R.T.	99471
396	Loudermilk J.A.	99590
397	Mahdavi M.	99617
398	Edling L.K.	24731
399	Matzger R.D.	87165
400	Cullimore M.D.	99602
401	Church D.E.	99599
402	Sanford D.L.	99469
403	Cantrall W.L.	88105
404	Ruff D.H.	99640
405	Johnson E.E.	99583
406	Orwig J.F.	99624
407	Roedenbeck E.A.	99464
408	Rutherford D. W.	99467
409	Jones H. W.	99587
410	Bryant P. T.	87500
411	McGowan R. W.	99618

412	Stark D. W.	99472
413	Johnson R. V.	99584
414	Johnson W. G.	99586
415	Castillo J. G.	88108
416	Hatfield E. W.	99582
417	Woods R. O.	99484
418	Moody W. E.	99620
419	Whittemore J. W.	98482
420	Roark J. P.	99463
421	Herrscraft R. J.	98489
422	Burt P. B.	88103
423	Winter P.	98483
424	Zahle O. G.	98494
425	Youngberg J. B.	98496
426	Wangcharoen C. M.	98493
427	Bowden T. A.	83348
428	Trout J. P.	99474
429	Eckhart H. S.	99605
430	Clemmons T. E.	99600
431	Bachrach M. S.	81900
432	Rusman K. S.	99465
433	Waldren T. M.	98481
434	Briggs P. R.	99629
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1039	Tavis T. J.	51494
1040	Blankenship J. D.	58989
1041	Duff M. L.	56826
1042	Abbott G. V.	72887
1043	Enggren D.	51587
1044	Navickas J.	52771
1045	Sogn H. M.	51491
1046	Ashbrook L. J.	72919
1047	Tallechea C. M.	51915
1048	Georgakopoulos I. C.	52620
1049	Ball G.	52594
1050	Maryannakis A	80474
1051	Tomlinson W. W.	51497
1052	Farmer M.	51604
1053	Robinson D. B.	51486
1054	Niven R.	51723
1055	Oomen N.	50286
1056	Zolczynski M. A.	52507
1057	Cole M. W.	51580
1058	McGuire M.	51714
1059	Weathers L. W.	51538

IN THE UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

FILED  
JUN 13 AM 9:43  
U.S. BANKRUPTCY COURT  
DISTRICT OF DELAWARE

In re  
CONTINENTAL AIRLINES, INC.,

) Chapter 11

) Case No. 90-932

BROWNIE N. INMAN  
Unidentified member of the class  
of LPP CLAIMANTS,

) Adversary No. 99-412 (MFW)

v.

) re: Docket No. 102

JAMES BALDRIDGE, WILLIAM MANN  
and LARRY DUNN.  
Representatives of the LPP CLAIMANTS,

and

CONTINENTAL AIRLINES, INC.  
Debtor

**MOTION TO COMPEL AND COMPLIANCE WITH JANUARY 31, 2002  
ORDER.**

1. I, Brownie N. Inman, was a pilot for Eastern Airlines (Eastern) from March 17, 1989 to January 19, 1991. I was on the Eastern Master Seniority List on November 1990, the date used for the settlement agreement.
2. I was an Eastern Airlines pilot represented by the Airline Pilots Association (ALPA). ALPA was the sole bargaining agent of the Eastern pilots as prescribed under the agency shop provisions of the collective bargaining agreement between Eastern and ALPA.
3. I was identified as a beneficiary of the settlement agreement on January 31, 2002. The January 31, 2002 list does not resemble in any way the November 1990 Eastern seniority list. The list brought forward on the

January 31, 2002 order fails to list approximately 1300 pilots' names, all of which meet the requirement of the settlement. I believe the exclusion of these 1300 pilots to be deliberately fraudulent. (Attachment A)

4. I was a member in good standing in Eastern Pilots for Fairness (EPFF), a Florida Non - Profit Corporation founded by the Eastern pilots with the sole purpose of raising funds for litigation with the purpose to protect our rights such as this one. Named class members James Baldridge, William Mann and Larry Dunn are officers of the corporation. I contributed over \$6,200 to the cause and I understand the settlement included a reimbursement for our legal expenses, plus the stock shares listed in the settlement agreement.

5. I was recently made aware, that a final "settlement" was reached, and I downloaded the settlement from the internet. At no time in the past, did I receive a copy of this settlement with its respective claim form, or was made aware that such forms were sent. James Baldridge, Bill Mann and Larry Dunn had no trouble notifying me to provide funds for their efforts. They should have notified me of this settlement.

6. I understand attorneys for Continental and LPP Claimants agreed that this Court order of January 31, 2002 should be complied with, although Mr. Jamenson (Class counsel) is balking that he needs another order of compliance to distribute the original awards.

**PETITION**

1. As an identified member of the class, entitled to benefits of the settlement agreement, I ask this honorable Court to compel the compliance of the January 31, 2002 order and instruct the responsible parties to issue to me the following :

A. The (issuance of the) Continental shares to which I am entitled. Said shares are currently being held in escrow at Morgan Stanley under the full control of the class representatives and their attorney Mr. Bruce Jamenson;

B. The small amount of cash as mandated in the settlement agreement;

C. The pro rated refund of the dues I paid into the EPFF account for the sole purpose of funding this litigation to which I am entitled to recover as a portion of the legal expenses, as mandated in the settlement agreement.

2. That the parties produce the entire Eastern Master Seniority List of **November 1990**, which is the list the settlement, refers to, so that all 1300 deliberately overlooked pilots can receive their settlements.

3. That the parties produce in its entirety the list of Eastern pilots who participated in the ALPA/ Continental Settlement, as docketed in this Court and referred to in the agreement to which I am a party.

4. That the parties produce in it's entirety the list of Eastern pilots who participated in the EPMC withdrawal of the bankruptcy claims as docketed in this Court and referred to in the agreement to which I am a party.

5. To present to this honorable Court a true compilation of all the Eastern pilots that are covered by the settlement agreement to which I am a party.

6. It is a simple and attainable solution to:

A. Produce the Eastern Master Seniority List of **November 1990**,

1. Minus the pilots who participated in the ALPA/  
Continental Settlement;

2. Minus the pilots who participated in the EPMC withdrawal  
of the bankruptcy claims;

3. Minus pilots who are identified in the agreement to which I  
am a member.

7. After the above mentioned process is concluded, this honorable Court  
should compel both parties to comply with the January 31, 2002 order to  
aggressively make funds readily and immediately available to the  
beneficiaries of the agreement.



Brownie N. Inman, *Pro Se*

EAL # 37953

Cell # 305-801-5227

# EXHIBIT

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IN THE UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

2006 JUL 11 PM 10:37

In re  
CONTINENTAL AIRLINES, INC.,

) Chapter 11

) Case No. 90-932

Ramon E. O'Neill  
Identified of the class  
of LPP CLAIMANTS,

) Adversary No. 99-412 (MFW)

v.

) re: Docket No. 102

JAMES BALDRIDGE, WILLIAM MANN  
and LARRY DUNN.  
Representatives of the LPP CLAIMANTS,

and

CONTINENTAL AIRLINES, INC.  
Debtor

**MOTION TO COMPEL COMPLIANCE WITH JANUARY 31, 2002 ORDER  
AND MOTION FOR ORDER REOPENING ADVERSARY PROCEEDING**

1. I, Ramon E. O'Neill, was a pilot for Eastern Airlines (Eastern) from May 25, 1984 to January 19, 1991. I was on the Eastern Master Seniority List on **November 1990**, the date used for the settlement agreement.
2. I was an Eastern Airlines pilot represented by the Airline Pilots Association (ALPA). ALPA was the sole bargaining agent of the Eastern pilots as prescribed under the collective bargaining agreement between Eastern and ALPA.

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7/11/06

3. I was identified as a claimant of the settlement agreement on January 31, 2002.
5. I appeared at the fairness hearing on January 31, 2002, the date the "final settlement" was imposed.
6. I appealed the settlement with an unsuccessful conclusion terminating at the Supreme Court level on March 09, 2004.
7. I contacted Mr. Myles Tralins (deceased class counsel) shortly after the denial of writ certiorari in regards to my submission of my proof of claim. Enclosed is a copy of my proof of claim dated April 01, 2004.
8. Mr. Myles Tralins informed me that I had to have submitted my proof of claim by April 3, 2002, in order to be eligible to my entitlement, and because I had elected to appeal the January 31, 2002 order and therefore I had run out of time. I reminded Mr. Tralins of my rights to an appeal.
9. I have spoken on several occasions with both parties, Mr. Joe Barry for Continental, and Mr. Bruce Jameson for the class and EPFF in regards to the entitlement stock. Both parties stated they have no issue complying with this court order dated Jan 31, 2002.
10. During the appeal process I contacted Ms. Aletha S. Connors, the financial advisor at Morgan Stanley supposedly in charge of the entitlement stock, and she informed me that no stock or monies were ever deposited

under my name or social security number. I reconfirmed this information by trying the automated number at Morgan Stanley and inputting my social security number.

11. Ms. Connors also informed me that the stock and monies were being handle by Mr. Tralins brother-in -law and it was a total mess.

12. In later conversations with Mr. Bruce Jameson, current class counsel, Mr. Jameson confirmed the chaos at Morgan Stanley.

13. Section 350(b) of the Bankruptcy Code provides that "[a] case may be reopened in the court in which such cases was closed to administer assets, to accord relief to the debtor, or for other cause."

14. Rule 5010 of the Federal Rules of Bankruptcy Procedure additionally provides, in pertinent part, that [a] case may be reopened on the motion of the debtor or other party in interest pursuant to 350 of the Bankruptcy Code."

### **PETITION**


I. As an identified member of the class, entitled to benefits of the settlement agreement, I ask this honorable Court to compel the compliance of the January 31, 2002 order and instruct the responsible parties to issue to me the following :

A. The (issuance of the) Continental shares to which I am entitled.

Said shares are currently being held in escrow at Morgan Stanley.

B. The small amount of cash (\$83.14) as mandated in the settlement agreement.

C. The pro rated refund of the dues I paid into the EPFF account for the sole purpose of funding this litigation to which I am entitled to recover as a portion of the legal expenses, as mandated in the settlement agreement.

  
Ramon E. O'Neill, *Pro Se*  
7424 SW 129 Ct.  
Miami, FL. 33183  
Cell # (786) 252-0175

Must be Postmarked  
No Later Than  
April 3, 2002



EAL LPP Class Action Settlement  
The Garden City Group, Inc.  
Claims Administrator  
105 Maxess Road  
Melville, NY 11747  
1-800-327-3664  
WWW.EALLPPCLASSACTION.COM

CNT



Claim Number: 1000606



RAMON E ONEILL  
7424 SW 129TH CT  
MIAMI, FL 33183

### PROOF OF CLAIM AND RELEASE

IF THIS AREA IS INCORRECT,  
PLEASE COMPLETE  
"CORRECTIONS ONLY" BOX  
TO THE RIGHT.

#### CORRECTIONS OR ADDITIONAL INFORMATION

Write any name, address and/or SSN/TIN corrections below.  
If necessary OR if there is no preprinted data to the left,  
please provide your name and address here:


Please fill in SSN/TIN if box is blank:

583-74-5883

Please fill in Eastern Employee Number if box is blank:

66058

#### IMPORTANT NOTICE - PLEASE READ CAREFULLY

This Proof of Claim pertains to claims which you have as a Class Member arising out of claims filed in Continental Airline's bankruptcy proceedings, *In Re Continental Airlines, Inc.*, Case Nos. 90-932 - 984 (Bankr. D. Del.) (the "Continental Bankruptcy Proceedings"), for enforcement of the labor protective provisions of the Eastern Airlines/Air Line Pilots Association collective bargaining agreement against Continental.

If you fail to file your Proof of Claim and Release form by April 3, 2002, your claim will be subject to rejection and you will be precluded from receiving any benefits under the Settlement of this case, the *Baldridge* LPP Class action, if it is approved by the Court.

#### Instructions

In order for you to receive any benefits under the Settlement which is pending approval by the Court in this case, you must fill out, sign and date this Proof of Claim and Release form on the reverse side in Section II entitled *Declaration of Claimant to Participate in Benefits Under Settlement*, and mail it first class mail, postage prepaid, on or before April 3, 2002 to:

EAL LPP Class Action Settlement  
The Garden City Group, Inc.  
Claims Administrator  
105 Maxess Road  
Melville, NY 11747

IF YOU HAVE ANY QUESTIONS REGARDING THIS FORM, CALL THE CLAIMS ADMINISTRATOR AT 1-800-327-3664 AND WE WILL BE GLAD TO ASSIST YOU. DO NOT CALL THE COURT.

PLEASE SEE REVERSE SIDE FOR SECTION II

# EXHIBIT

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**IN THE UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

In re	) Chapter 11
CONTINENTAL AIRLINES, INC.,	)
	)
_____	) Case No. 90-932
	)
J. TRIGG ADAMS	)
identified but not compensated	)
member of the class	) Adversary No. 99-412 (MFW)
of LPP CLAIMANTS,	)
	)
	)
v.	) re: Docket No. 102
	)
JAMES BALDRIDGE, WILLIAM MANN	)
and LARRY DUNN.	)
Representatives of the LPP CLAIMANTS,	)
	)
and	)
	)
CONTINENTAL AIRLINES, INC.	)
Debtor	)
	)
_____	)

**MOTION TO COMPEL AND COMPLIANCE WITH JANUARY 31, 2002  
ORDER.**

1. I, J. Trigg Adams, was a pilot for Eastern Airlines (Eastern) from June 17, 1968 to January 19, 1991. I was on the Eastern Master Seniority List on November 1990, the date used for the settlement agreement.
2. I was an Eastern Airlines pilot represented by the Airline Pilots Association (ALPA). ALPA was the sole bargaining agent of the Eastern pilots as prescribed under the agency shop provisions of the collective bargaining agreement between Eastern and ALPA.
3. I was identified as a beneficiary of the settlement agreement on January 31, 2002. The January 31, 2002 list does not resemble in any way

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the November 1990 Eastern seniority list. The list brought forward on the January 31, 2002 order fails to list many pilots' names, all of which meet the requirement of the settlement.

4. I was engaged in the process at the time that this Court ordered the Settlement, as an independent, *pro se* litigant. I objected to the idea of the Settlement verbally and in my briefs, but the Class counsel prevailed. And the settlement was ordered. Although my name was on the list that the Class counsel proffered, I and others in the case objected that,

1) the list was grossly deficient in that

A) neither the Class counsel nor Continental entered the 1990 Eastern Pilots Master Seniority List into the court record, although Continental certainly had access to it, as it's parent company owned controlling interest in Eastern Airlines, and

B) it was short over one thousand names when one takes off the numbers from the groups that had settled previously or opted out of the bankruptcy proceedings, and

C) Class counsel was negligent in performing due diligence in notifying pilots of the Settlement. They simply put one notice only in USA Today, did nothing else, and the Court accepted that low standard of performance. Every pilot in the United States is on several government databases as to his/her license and medical certificates, which they are required by law to keep updated, and which can be accessed by the public. Class counsel made no effort to do so, and this Court accepted that low standard, despite my objections as to the several deficiencies.

5. Not only did I object to the order because it was based on insufficient data and misstatements of fact by both the Class' and Continental's representatives, but also mainly because it bypassed Railway Labor Act laws which are not subject to any other courts in the land, but which were being ignored and sidetracked in this bankruptcy proceeding. Because of that, I declined to participate in the Settlement in order to preserve my status as I appealed, which I did all the way to the Supreme Court, which declined to hear the case. ( Denied March 21, 2005, Case 04-934), almost a

year after Class Counsel's death. Despite the failure of the appeal no one has made arrangements for my forthcoming settlement award, as is their duty under the order. The appeal opinion stated that the settlement order "remedied" my objection to the class certification. But I have had no "remedy", since I have not been paid the settlement, nor have any other pilots who failed to be properly notified, nor even listed on the documents upon which the Court based the settlement agreement.

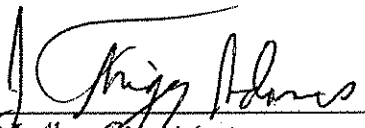
6. The failure of the Class to carry out the settlement order renders it null and void, in which event my only remedy is to arbitrate the composition of the list in it's proper venue, under the Railway Labor Act.

### PETITION

Therefore, I am back to petition this Court at this re-opening of the Continental bankruptcy to enforce its order that I and every other Eastern pilot finally be paid the settlement, not letting the Class counsel give any excuse for finding them, nor their heirs, since quite a few have died awaiting some justice from this venue.

However, I also petition this Court that, to right some of the wrongs committed under its supervision, it properly must:

1. Recognize that a fraud has been committed in court, which must perforce negate the factual, legal basis upon which the order was made, making it null and void.
2. Therefore, rehear the arguments regarding the legitimacy of the settlement.

  
\_\_\_\_\_, Pro Se  
EAL # 00440  
Phone # 305-665-8904

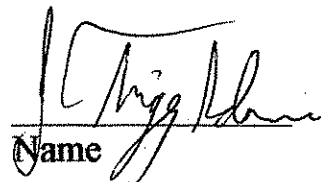
IN THE UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

In re	) Chapter 11
CONTINENTAL AIRLINES, INC.,	)
	)
	) Case No. 90-932
	)
J. TRIGG ADAMS	)
Unidentified member of the class	) Adversary No. 99-412 (MFW)
of LPP CLAIMANTS,	)
	)
	)
v.	) re: Docket No. 102
	)
JAMES BALDRIDGE, WILLIAM MANN	)
and LARRY DUNN.	)
Representatives of the LPP CLAIMANTS,	)
	)
and	)
	)
CONTINENTAL AIRLINES, INC.	)
Debtor	)
	)
	)

**CERTIFICATE OF SERVICE**

I, J. TRIGG ADAMS certify that I am not less than 18 years of age, and that service of the **Motion to Compel Compliance with January 31, 2002 Order**, was made on \_\_\_\_\_ upon the attached service list by first class mail, unless otherwise specified.

Under penalty of perjury, I declare that the foregoing is true and correct.

7-17-06   
Name

Counsel for Continental Airlines:

Robert Brady, Esq.  
Young, Conaway, Stargatt & Taylor  
The Brandywine Building  
1000 West Street, 17 Floor  
Wilmington, DE 19801

Counsel for LPP Claimants:  
Bruce Jameson, Esq.  
1310 King Street  
Wilmington, DE 19801

Hon. Mary F. Walrath  
United States Bankruptcy Court  
District of Delaware  
824 Market Street 3rd floor  
Wilmington, DE 19801

# EXHIBIT

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UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

IN RE: Chapter 11  
Continental Airlines, Inc.,  
et al.,  
Debtor(s). Bankruptcy #90-932 (MFW  
through #90-984 (MFW)

James Baldridge, William  
Mann and Larry Dunn,  
individually and as  
representative of a class of  
persons similarly situated  
who are referred to as the  
LPP Claimants,

Plaintiff(s),

vs.

Continental Airlines  
Holdings, Inc., Continental  
Airlines, Inc. and System  
One Holdings, Inc.,

Defendant(s).

Adversary #99-412 (MFW)

Wilmington, DE  
July 21, 2006  
11:00 a.m.

TRANSCRIPT OF MOTIONS HEARING  
BEFORE THE HONORABLE MARY F. WALRATH  
UNITED STATES BANKRUPTCY JUDGE

APPEARANCES:

For The Plaintiff(s):

Bruce E. Jameson, Esq.  
Prickett Jones & Elliott, P.A.  
1310 King Street  
Wilmington, DE 19899

For The Defendant(s):

Joseph Barry, Esq.  
Young Conaway Stargatt  
& Taylor, LLP  
The Brandywine Bldg.  
1000 West St.-17th Fl.  
Wilmington, DE 19801

Kenneth J. Enos, Esq.  
Young Conaway Stargatt  
& Taylor, LLP  
The Brandywine Bldg.  
1000 West St.-17th Fl.  
Wilmington, DE 19801

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Brandon J. McCarthy

Transcribing Firm:

Writer's Cramp, Inc.  
6 Norton Rd.  
Monmouth Jct., NJ 08852  
732-329-0191

Proceedings recorded by electronic sound recording, transcript  
produced by transcription service.



THE CLERK: All rise. You may be seated.

THE COURT: Good afternoon.

MR. JAMESON: Good afternoon, Your Honor, Bruce Jameson of Prickett Jones on behalf of the LPP Class Plaintiffs. Your Honor, we're here this afternoon on our Motion to Reopen this adversary proceeding, which was a Class Action that was settled. The settlement was approved by the Court. And just briefly, Your Honor, what brings us here is two years ago, Miles Tralens, who had been lead counsel in this case, was killed in an automobile accident. Since that time, my office really has taken over as the lead position in the case. We have obtained the files, or the vast majority of files from Mr. Tralens' office. We've been working to basically wind up the final settlement. In the settlement, there have been two distributions made to class members over time. There is a remaining fund which we would like to make a final application to get Court approval to distribute out all that money. And basically the application would consist of an application for fees and expenses in connection with the administration of the settlement up until now, which is contemplated by the agreement. But more importantly --

THE COURT: Well, does the settlement require that I approve the final distribution?

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MR. JAMESON: I believe it does, Your Honor. The specific provision of the Settlement Agreement says that the settlement consideration, if any, which is not distributed as a result of a failure of anybody to timely submit claims, will be applied to the payment of such additional Court approved settlement administration costs, fees or expenses which may be incurred during the administration of the settlement, with any remaining balance to revert to the Continental Estate. That is paragraph 3.01(d) of the Settlement Agreement. So that's one aspect of it, Your Honor. I believe that as I read the Settlement Agreement, yes, Court approval is required. But more importantly --

THE COURT: Or they don't get paid unless there's Court approval. It doesn't mean that --

MR. JAMESON: That -- yeah, correct. That's the other aspect. But more importantly, Your Honor, particularly from my point of view, we have been contacted now by several people, some of whom have filed applications with the Court -- at least one gentleman named Mr. Duckworth has contacted me directly, but has not made a filing with the Court -- all of whom now seek their distributions from the settlement. And various of the people give various reasons why they did not get distributions before. Some of them, as is pointed out in Continental's response, are people who claim that they didn't

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get notice of the settlement, even though they filed appeals from the Court Order that approved the settlement. Others claim that they simply never got notice. In Mr. Duckworth's case, he advises me that he's been out of the country for the past nine years. Various reasons are set forth.

Your Honor, I did not feel that I could, under the Settlement Agreement, make the decision as to whether or not it's appropriate to pay these people. The Settlement Agreement obviously contemplates that you had to file a timely proof -- or not a proof of claim, but rather a timely claim form and meet various other criteria to be entitled to the settlement. Your Honor, that is the real reason that I bring this to the Court, is because I would like final Court approval and guidance on how to deal with those people. From our perspective, that is the Class Plaintiffs, I don't anticipate that we will take an affirmative position, unless we determine, for example in the case of one of the people, that they are not a member of the Class at all. Mr. Broderick who filed things, it appears to us he's not a member of the Class, because he simply didn't meet the criteria to begin with. As to the others who filed appeals and/or simply claim that they did not get notice, I would like to lay out in our application for the Court exactly the facts we have about those people. And we are happy to do whatever the Court tells us to do with respect to

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those people.

So that is why we come here today seeking to reopen the case. My hope is that I would be in a position to file the final application that I talked about, in mid-August basically, and then we can proceed on whatever schedule suits the Court.

THE COURT: All right. Anybody else wish to be heard on the motion?

MR. ADAMS: Captain Adams, yes, Ma'am, I do.

THE COURT: All right, Captain Adams, what's your position on the motion?

MR. ADAMS: Just preliminarily I'd like to hear what some of the other Claimants have to say. But Mr. Jameson's statements are somewhat disingenuous. He claims to have notified all of the eligible Claimants on the remaining Eastern Seniority List. And they certainly have not done so. They did notify me, but I was in the appeals process at the time. And some of the people who were in the appeals process, as I understand it, were never notified, even though they should have been under the terms of the settlement.

THE COURT: Well, you can't -- if you got notice, you can't be heard to argue notice was not given.

MR. ADAMS: No, Ma'am, that's not what I'm arguing. I'm arguing that they did not adhere to the process as set out in the Settlement Order.

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THE COURT: Well, they did as to you. You got notice.

MR. ADAMS: I got notice.

THE COURT: All right.

MR. ADAMS: Like I said, I was in the appeals process at the time. Had I signed the agreement at the moment, it would have mooted my appeals process, so I could not do so. But nowhere in Your Honor's Order did I ever see any words to the effect that if my appeal as unsuccessful to the District and Appellate Court, that that made me ineligible for the payout.

THE COURT: Well, you did know that you had to file a claim by a set time.

MR. ADAMS: Yes, Ma'am. But as I said, I was in the appeals process during the time that that set time had expired --

THE COURT: But --

MR. ADAMS: -- which I think was reset to August of '02.

THE COURT: Well --

MR. ADAMS: I was told my appeal didn't get heard and finally judged on until -- I'm trying to remember the Appellate Court's appeal decision date. It was in '03 some time.

THE COURT: Well, that was a decision you made. You could have --

MR. ADAMS: Yes, Ma'am, it was, but --

THE COURT: You could not --

MR. ADAMS: -- your Order --

THE COURT: -- have it both ways.

MR. ADAMS: -- did not say that because I was in an appeal process, and if I lost the appeal, that I had no rights under the settlement.

THE COURT: It did say if you did not file a claim, you lost all rights.

MR. ADAMS: Yes, Ma'am. But had I --

THE COURT: Okay.

MR. ADAMS: -- filed that claim, in the wording of the claim form they sent me, it say that I hereby renounce all further claims -- let's see -- all further claims against the Estate of Continental. And I couldn't do that, because I was in the appeals process. That would have mooted my appeal.

THE COURT: All right. But that was a decision you made. So there's no reason to change the settlement. That was the terms of the settlement. Either you filed your claim or your pursued the appeal. And you made your choice.

MR. ADAMS: Okay. Then was it Your Honor's intent that anybody who objected to this was then forever barred from a claim? I was only appealing Your Honor's Settlement Order.

THE COURT: Whoever did not file a claim, was

precluded from participating. Yes.

MR. ADAMS: So in other words, you were pre-punishing those who objected to the terms of the Settlement Order before the issue was finally resolved.

THE COURT: Yes, because I determined that it was a settlement. If you wanted to participate in the settlement, you would get your distribution. If you did not agree to participate in the settlement, by not filing your claim and by appealing, you don't get your distribution. Yes, that was the effect of the Order.

MR. ADAMS: Okay. I will accept Your Honor's ruling on that, and interpretation of that. But, again, my objection in this hearing is not simply to the -- to my money. My objection here is that under the terms of your Settlement Order, these gentlemen have violated it, chapter and verse, all up and down the line. They have not followed Your Honor's Order.

THE COURT: Well, I don't have any evidence of that.

MR. ADAMS: You don't? May I offer some?

THE COURT: Well, what evidence would you offer?

MR. ADAMS: Okay. In the record, the Class counsel submitted an alphabetized list of the people that they said were eligible, that their records show a constant reference throughout this proceeding to the November 1990 Eastern Master

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Pilot Seniority List. And, which is always issued in a Seniority Order format. The one they submitted was in alphabetical format, and it was not inclusive. Mr. O'Neill submitted the proper list in March of 2002. And as I understand from conversations with Mr. Inman, he has the proper list in his current filing, which is in your Court record today.

THE COURT: Captain Adams, didn't I decide the issue as to who would get notice and who was eligible, in my decision which has now been affirmed?

MR. ADAMS: The affirmation said that your Confirmation Order was sufficient -- how shall I say this -- sufficient protection is how I remember the words. But your Confirmation Order has not been carried out. If I may continue?

THE COURT: Well, what evidence do you have that those on the list referenced in the Settlement Approval Order did not get notice?

MR. ADAMS: Did Your Honor not hear and hear both Continental and the Class counsel saying that the Eastern Pilot 1990 Master Seniority List was the governing list from which they were to work?

THE COURT: I ruled -- and I believe it was Exhibit A -- I ruled that the names on Exhibit A were the relevant Class.

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Was it not Exhibit A, to be --

MR. BARRY: Your Honor, I'll do you one better actually. The -- I think Mr. Adams is referring to the exhibit to the final judgment and Order. The parties and Your Honor may recall that after that Order was entered, there was subsequent litigation over the Class membership issue. In particular, the LPP Class filed a motion to include the additional members to be included in the Class. And in their motion, as we set forth in our response to the instant motion, they set forth the painstaking procedure that they went through, including starting with the very list that Mr. Adams is referring to today. So, again, and as we say in our papers, and I think as Your Honor has recognized, this issue has been fully and finally litigated to its completion. And the Circuit noted that, as Your Honor stated, in its decision on both Mr. O'Neill's appeal and Mr. Adams' appeal, when it said this issue has fully and finally been resolved.

So, you know, our response essentially to Mr. Jameson's motion -- and we don't generally object to reopening just the adversary proceeding for the discreet and limited purposes that he sets forth in his motion. However, we are loathe to relitigate this Class membership issue, having fully been litigated four years ago. And we do note that Mr. Adams and essentially every other person that's filed a pleading in the

case in the last two weeks was named as a Class member, and simply didn't file the claim form as required.

MR. ADAMS: Mr. -- this is Mr. Adams again. You note in your reply -- Continental does -- that they're puzzled as to who Mr. Ruski is. Now, Captain Ruski was hired on September the 13th, 1965. His seniority number is number 609. You find him a mystery. But he is an Eastern Pilot, just like myself. He is clearly listed on the Master Seniority List. And as such, would be automatically included in the Class. He's most certainly one of over the 1,000 that the Class counsel couldn't be bothered to list, much less find and notify. Yet, in May of '02, they put the affidavits and documents, dockets 70 and 72, that the list was true and accurate in the first submission. In other words, you're saying they said that the list A was true and accurate, and they put affidavits and went through all the process they said they did, to make that list true and accurate. And I'm telling you that the list is not true and accurate, that the Court records have the Master Seniority List, that the list A was not complete, and they knew it not to be complete. And now they turn up wondering who Captain Ruski was. And that constitutes --

THE COURT: Well --

MR. ADAMS: -- a lie and a fraud in this proceeding.

THE COURT: Well, this has already been litigated.

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The list has been approved for many years now. You had your chance, and others objected. I heard the evidence and decided the list.

MR. ADAMS: So in other words, Your Honor is saying that knowing that the list was fraudulent and incomplete --

THE COURT: Not knowing --

MR. ADAMS: -- the Appellate Court said --

THE COURT: Captain Adams --

MR. ADAMS: -- knowing that --

THE COURT: Captain Adams, please, please don't interrupt.

MR. ADAMS: Okay.

THE COURT: Captain Adams, no one knows the list was incomplete. There was a Court decision that the list was complete. And that decision has been affirmed. That's a finding. The list was complete. You cannot relitigate that issue.

MR. NEUMANN: Pete Neumann. May I say a few words, Ma'am?

THE COURT: Yes.

MR. NEUMANN: I, in my case, just speaking of my experience, I never received a claim form. I did move twice, but all within a five mile radius, and I was in the phone book. I also went to Larry Dunn several times at work, who never

mentioned to me, "Hey, by the way, this was settled. You might want to send in a claim form." So there was never any attempt to locate these guys. I would think Mr. Tralens, if he would have done this properly, they should have sent the claim forms out certified mail or return receipt requested so there's proof of some kind of delivery. But the U.S. Mail is not a perfect service, and I have mail mixed up all the time, including the last time today, or things are not delivered. I also recently located a friend of mine, a gentleman in the Air Force, a fellow officer, named Ron Butz, who did recently get a form in California. He signed it and mailed it back. And that's the last time he ever heard from EPFF. He never got his stock. He never got the money. Nothing. And he did mail it back.

Now, if some of these people have a question as far as locating them, my daughter, who's 13 1/2 years old, in the past two months has access to a computer, and there is a website, a Government database. And she located two of your eight fellow Eastern pilots that counsel said couldn't be located in the past. And they're out there. There's a data website of only pilots. So people can be located. It's just the effort was never made. And in my case, I never received a claim form.

THE COURT: Well, but you had notice of this. You objected to the settlement, didn't you?

MR. NEUMANN: After the fact, I -- as I moved -- I

happened to talk to Mr. O'Neill after the deadline. So I did appeal, because I had no other choice. I did not receive a claim form, and I had no other recourse. I couldn't mail back something I didn't receive. But I finally called Mr. Jameson, I think it was back in March. And I mentioned this to him. He said, "Oh, I have no problem with you receiving your stock. Yes, you were one of the initial people in the group. But call the Continental attorney, Mr. Barry. I called Mr. Barry. He said he'd get back to me, which he did. He said, "Yes, we see you as part of the group. I have no problem with you receiving your stock. Go back to Mr. Jameson." So they're pointing the finger at each other, saying neither one of them can do anything. Yet, I was one of the members who just never received the paperwork to mail back. Both of them agreed I should get my stock. They both told me verbally on the phone they have no problem with my receiving it. But now they're saying they have a mess deciding who should get what.

And there's not enough funds also. Your Honor, the Order that you signed, January 31st, '02, gave us certain stock plus a small cash amount. And if you take that cash amount, that was \$81 per person, times let's say 400 people at EPFF, that came to an X amount. Well, as of right now, according to the filing, there's only \$519 left in the account. Even if you wanted to pay everyone, the money's not there. And I don't

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know as far as the 71,861 shares of stock, if that's enough to cover everyone that they quoted. Now, my opinion is somebody's trying to basically not let the word out, disclose complete and full. And people are never gonna get their stock. And a few individuals are going to keep it. And we're basically gonna be defrauded out of the small settlements we got, for the loss of a career.

THE COURT: Well, Mr. Neumann, I can't consider what you're telling me other people did. If they didn't file a motion here, I don't have any proof that they did or did not get this.

MR. NEUMANN: Well, you know that Gerald Butz told me he mailed it back, and never received anything.

THE COURT: Mr. Neumann, that's hearsay. If you were on the stand to testify, you could not testify to what somebody else told you.

MR. NEUMANN: Okay. I'm just letting you know that the U.S. Mail is not a perfect service. I never got my claim form, so I could never mail it back.

THE COURT: Mr. Jameson?

MR. JAMESON: Your Honor, just to address these accusations about lack of notice, part of what I contemplated in doing the final application, I mean we already went through with the Court what we did to provide notice in prior motions.

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I intended to recount that and advise that we did, in fact -- you know, went through various steps to make sure we supplied notice, to try to find addresses for people where we got things returned, and so on, all of which I will lay out in the final application, if the Court permits me to file it. But any suggestion that we have either tried not to provide notice, I assure you is absolutely incorrect. And I can make the record on that in connection with the final application.

MR. NEUMANN: Well, we all had phone numbers, so they could have called my number. My cell number has never changed.

MR. ADAMS: This is Captain Adams again. Mr. Jameson, as you know, I was objecting to your list from the very front. And in the Court record are my objections that your list, Exhibit A, was incomplete at the time. And yet you say, and provide all kinds of numbers that you say there should have been about 2,000 remaining pilots in that group. I recall that your Exhibit A list was already less than 1,000. And then later on, when we objected and you added another 256 names, that right there put the lie to your earlier statement that the list was complete and true, and you had done due diligence. The record shows that you did not do due diligence, that the entire 1990 November Eastern Pilot Master Seniority List from which you were to have operated was available to you. You never objected that you couldn't find it or nobody would give

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it to you.

THE COURT: Captain Adams --

MR. ADAMS: -- and you said that you got all these numbers off that list.

THE COURT: Captain Adams --

MR. ADAMS: And yet your Exhibit A starts out being deficient, which is proved by the May action of adding 256 names.

THE COURT: Captain Adams --

MR. ADAMS: And even still --

THE COURT: Captain Adams, please --

MR. ADAMS: Yes, Ma'am.

THE COURT: Please. You're relitigating issues that have already been decided.

MR. ADAMS: Well then, Your Honor, do you mean that our in the record statement that there were over 1,000 pilots missing, it is your intention that you did not care that there were over 1,000 pilots missing?

THE COURT: I don't believe it. I've already decided that issue. And I decided --

MR. ADAMS: Ma'am, I don't believe that you've ever heard any argument as to how the list was incorrect.

THE COURT: Captain Adams, I decided the list was correct, after hearing all of the arguments that were made.

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MR. ADAMS: Then what remedy do I have when I say that the list was fraudulent?

THE COURT: You have no remedy. You have lost. You have lost that issue. I'm not inclined to reopen this case. I'm not going to relitigate any issue. I think the Settlement Agreement deals with what happens. And I'm not inclined to grant any additional relief.

MR. ADAMS: So you're basically saying that your ruling is that they lied and they got away with it. Is that my understanding of it, Ma'am?

THE COURT: No. I'm ruling that they did not lie. I found what they presented was accurate. The Court above me found it was accurate. That's the truth. And any --

MR. ADAMS: I understand that. But the Appellate Court did not rule on the accuracy of the list. That was not the issue. It was the issue of the legitimacy of not following at all the Railway Labor Act, and going to an arbitrator to know that the list was well and truly accurate under the Railway Labor Act under which it was constituted. That was the issue before the Appellate Court. And that was the issue that I pled to the District and Appellate Court. I did not plead how you arrived at the numbers of pilots on his Exhibit A.

THE COURT: If you did not plead it, you cannot now. You have to raise all your arguments at once. If you don't

raise them, you lose them.

MR. ADAMS: Well, that puts me, an unsophisticated litigant, at the mercy of those who want to twist the Court. And I don't know if I have a remedy to that or not. I will have to see. Thank you very much, Your Honor. I appreciate it.

THE COURT: All I'm saying is I'm not inclined to grant the motion and relitigate anything. I'm sorry. There's another --

MR. ADAMS: Well, I understand --

THE COURT: -- gentleman here.

MR. ADAMS: -- Your Honor's reluctance to do so, because this has become more and more and more complex. However, there was before you a grief on my part that it was not accurate. And also a grievance that, in fact, the whole process was wrong. And 'though I agreed that the process was wrong, I was handed a decision by the Appellate Court that said, "Well, a Settlement Agreement is relief enough." And that the Settlement Agreement and the accuracy of this has never been actually determined by yourself nor a Higher Court.

THE COURT: That's not true. When I approved the settlement, I approved the list. So it has been litigated and decided. I'm sorry, there's another gentleman in the Court. Do you want to be heard?

MR. INMAN: Yes, Ma'am.

THE COURT: Step forward and talk into the microphone, please.

MR. INMAN: I'm Brownie Inman. I'm a member of the Class too.

THE COURT: And your name again?

MR. INMAN: Brownie Inman.

THE COURT: Okay.

MR. INMAN: And I have -- it's right in the record that there's 2,000 that could have been available. But I -- it's in the record. We can go right to it right now and end this myth just quickly. Edna Smith admits in her deposition 5,000. She said she started working. She eliminated the 2,700 of the Continental Airlines and Eastern settlements, and the 300 of the -- what was it -- the -- pardon me.

THE COURT: The Alpha?

MR. INMAN: Addington Group.

THE COURT: Addington Group.

MR. INMAN: That's 3,000 people. She started with 5, ended up with 3. I mean she started with 5, eliminated 3. That's 2,000 people. It's right in the record, right here, Your Honor. We can -- in the document -- in the Court records. I'm not -- I can do it very easily. However, even if I do do it, it doesn't matter, because you approved the -- if you'll

remember the settlement, you approved Appendix A. That was the list you started with. Appendix A was specific names. I think about 560 people. And you had to be on Appendix A. And there was no option of expanding Appendix A. It was never in your Order to expand Appendix A. You said that they had to be on Appendix A, with no mechanisms to expand Appendix A. So you defined the Class as 560 people. And anybody that's not on it is entitled to their appeal rights to arbitration.

THE COURT: Okay. And that's what you're stuck with.

MR. INMAN: Okay. Excuse me.

THE COURT: All right?

MR. NEUMANN: Excuse me, Ma'am, may I ask a question?

THE COURT: Who is speaking?

MR. NEUMANN: Pete Neumann.

THE COURT: Yes?

MR. NEUMANN: What do individuals, such as myself, who never received notification or a settlement form, or Mr. Butz, who did receive it and mailed it back, and he never received his stuff, or where Mr. Jameson agreed and verified me as being entitled to a settlement, what do I do at this point? They both told me they had no problem with me receiving the award. Mr. Jameson told me I have to reopen this case. I said, "Well, why could you just not fund or transfer the money to an account?" He directed me to open the case. He said, "There's

nothing I can do for you unless you open the case." I had full guidance. And in Mr. Butz's case, he followed the Court. He mailed his claim form in. And that's the last he ever heard.

MR. JAMESON: Your Honor, can I just briefly address with respect to Mr. Neumann, he had it wrong at first, and he didn't get it right again. What I told him was because he did not timely submit a claim form, I had no authority to make a settlement payment to him under the terms of the Settlement Agreement and the Court's Order, so that the only way that could happen is if he got approval from the Court. That is true. As to Mr. Butz, and I believe I have this correct, I believe he contacted me after Mr. Neumann talked with him, and told me that he had finally submitted a claim form, but just never received the payments. I asked him to send -- and he said he had proof of the mailing and receipt by the claims agent and so on. I said, "Send me the documentation to verify that you, in fact, sent it in. If it's good documentation and it establishes, in fact, that you did submit it before the deadline, then we would issue to him the payment. I've never received that information from him since that conversation. So, you know, I asked him for verification of that fact. He said he had it and would send it to me, but he has not done so, so far.

MR. BARRY: And, Your Honor, one more point. Let's



not forget that Mr. Neumann is also one of the parties who objected to the settlement in the first instance, and appealed the Settlement Order in the second. So Mr. Neumann should have -- for him to say he didn't know that he had to file a claim, or he wasn't aware of the deadline or of his rights, I think might be stretching it a bit. I mean he objected to the very Order that he's saying he didn't understand his rights under. So --

MR. NEUMANN: What I was objecting to more than anything, this was initially a binding Class Action without any kind of a vote or membership vote. This was turned into a Class Action with a no opt-out clause, at a full settlement. That was my objection more than anything. How could somebody turn this into a Class Action, not even ask you if you want to participate, make --

THE COURT: That's a --

MR. NEUMANN: -- make a --

THE COURT: Mr. Neumann --

MR. NEUMANN: -- settlement on your behalf, and then not even notify you?

THE COURT: Mr. Neumann --

MR. NEUMANN: That's my objection.

THE COURT: Mr. Neumann, that is not the issue. The issue is did you have sufficient notice that there was a

deadline to file a claim.

MR. NEUMANN: No, Ma'am. I never received it. I had no communication at my phone number or --

THE COURT: You had the settlement.

MR. NEUMANN: -- the post office --

THE COURT: You had the Settlement Agreement to which you objected.

MR. NEUMANN: I downloaded it off the internet about two months ago. That's correct. And I read the whole thing for the first time.

THE COURT: No. At the time you filed an appeal, you knew the terms of the settlement to which you were objecting.

MR. NEUMANN: When I spoke, after the deadline passed, and I think whatever month it was we had to mail them back in -- I spoke with Mr. O'Neill about two months later when it was when he told me this was being appealed. I said, "Just add me to it then. I have no choice. Add me to whatever appeal you're doing." I personally did not do anything. I did not mail any forms in until I spoke with Mr. O'Neill, after the deadline. That was the first time I heard about a date by which we had to mail it in.

MR. ADAMS: Your Honor, Mr. Adams. I believe that --

THE COURT: Wait a minute. Captain Adams, wait. Mr. Neumann, did you object to the settlement?

MR. NEUMANN: I objected after the deadline passed, when I did not receive any claim forms. I was told that was my only recourse.

THE COURT: Mr. Burton -- Mr. -- sorry.

MR. BARRY: I won't tell him you said that.

THE COURT: All right.

(Laughter)

MR. BARRY: Your Honor, this is Mr. Neumann's objection to the settlement. It's date stamped January 17th, '02, about 10 days before the hearing to consider the settlement. So to the extent Your Honor wants, I can hand this up for your consideration. But he clearly knew of the deadline well before the settlement was even approved. And the fact that he appealed it, again indicates that he knew of its approval and knew of its contents. So --

THE COURT: Yeah. I think to the extent that you had notice of the settlement motion and notice of approval of it, which is evidenced by both your objection and appeal, you had notice of the deadline to file a claim.

MR. NEUMANN: I spoke with Mr. O'Neill when he made me aware of this, and I said, "Do whatever needs to be done. Whatever you're pitching in to do," because I didn't have a claim form. So I was kind of riding on the coattails saying, "Whatever you guys are doing as a group, I'll be made a part of

it." But I never received a form to mail back.

THE COURT: Well, you're bound by what you did or failed to do. I can't grant you relief.

MR. ADAMS: All right, Your Honor, Captain --

MR. NEUMANN: What happens to those shares that have already been funded, that Mr. Jameson said he was holding, but he doesn't know how to release them?

THE COURT: Well, the Settlement Agreement tells him where to put them.

MR. NEUMANN: I mean I'm willing to give him my address, my Social Security number, whatever he needs. But he's told me he cannot give me those shares without your guidance, Your Honor.

THE COURT: Well, I'm denying your requested relief. I'm not going to grant you the option --

MR. NEUMANN: You're not gonna grant what? The shares that have been put in the account?

THE COURT: I'm not going to let you reopen the case so you can file a late claim. I think you had notice, and the time is passed.

MR. NEUMANN: So what does happen to the shares, those 340 shares?

THE COURT: Read the Settlement Agreement. Captain Adams?

MR. ADAMS: Yes, Your Honor. I believe that the machinery that you set in motion, required Mr. Jameson and Mr. Tralens, I guess at the time, to send a notice and a claim form to each of those people on the Exhibit A list. And Mr. Neumann is saying that he never received one of those notices, as have several people that I have spoken to, who were on the A list. Now, I received mine, and I didn't sign it because I was objecting to it. But I have talked to several pilots who have said, "I never -- my name was on the list, but I never received the claim form."

MR. NEUMANN: People do move and relocate. That's one problem.

THE COURT: Well, the evidence I have before me is that it was sent to them. I don't have any evidence that they didn't receive it. To the extent Mr. Neumann is seeking to testify that he did not receive it, I'm denying his relief, because he had actual notice of the Settlement Agreement and the time to file a claim. And the fact that he did not get a form, does not relieve him of his obligation to take some action to file before the deadline, if he wanted to participate.

MR. ADAMS: Your Honor, Captain Adams.

THE COURT: Yes?

MR. ADAMS: Your Honor, you arrogated to yourself the

role of arbitrator in this, and you set in motion machinery to carry out your orders. And although I don't think that was the proper way to do it, I accept that Your Honor has -- seems to have the power to do it. However, the machinery that you set in motion did not work. In fact, it worked to subvert your purposes. And as a result, several people, such as Mr. Neumann, were awaiting forms from Mr. Tralens, the Class counsel, with which to file their claims. They never got those forms, or they were not processed properly. And you are saying that the negative proof, that you have no proof that it wasn't done right, is proof that everything has been satisfied by the machinery. And I submit that that is not a proper proof. That, in fact, there has to be some show by Mr. Tralens or the Class counsel remaining, that they did, in fact, mail those. They've had no proofs of mailing that I've ever heard them submit to the Court, or any other thing that they claim to have done, but that the evidence shows that they did not, in fact, do. And although Mr. Neumann may have been appealing and knew generally that he had a settlement coming due to him, he properly waited for the forms being sent out, which were never sent. And I don't think that their assertion that, "Oh, yeah, we sent them all," is good enough. I think the Court should ask for a higher standard of proof, because the prior standards of proof, which is attested to by numerous objections

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throughout this process, is that they never rose to that standard in any way, shape or form.

THE COURT: I don't know what proof you're attesting to, Captain Adams, that they never did perform.

MR. ADAMS: Well, Your Honor, the one --

THE COURT: In the absence -- you're not here to testify. I don't have evidence presented by all of these people you say didn't get notice. There is a way to prove a case. And the burden of proof is on those asserting they did not get their claims.

MR. ADAMS: So there's no burden of proof on the Class counsel to say that, "I did send these forms."

MR. BARRY: Your Honor --

MR. ADAMS: Is that what you're saying, Ma'am?

THE COURT: No. I'm saying they already did that. And if you disagree with that, you have to come forward with real evidence, not just, "So and so told me he didn't get it."

MR. BARRY: And the only first-hand evidence Mr. Adams has, Your Honor, is that he received his claim form. The only party he has standing to raise this issue is for himself. And he has admitted on the record here today that he received his claim form, and that he chose not to fill it out and file it. So, Your Honor, we would respectfully request that you deny all of the pending motions to reopen the case, subject to Mr.



Jameson's -- it sounds like you've already ruled with respect to his, and all the motions to compel compliance with the Order.

THE COURT: I'm inclined to do so. Mr. Inman, do you have anything further?

MR. INMAN: Yes, Ma'am. I have Mr. Neumann's daughter's list. This girl sat down for maybe three weeks, and wrote 205 names of people that were on the -- missing people, I call it. They aren't really on the -- these people that are identified on the A list. Of course, the A list is the only thing that counts anyway. That's all that counts. It doesn't matter. You know, we could find, you know, Mr. Tralens could have advertised in the newspaper and found out that Joe Schmoe was really on the list, and everything was rosy posy because he was on the Eastern 1990 list. He doesn't have any claims. He hasn't opted out. And he would go over and ask the lady, Edna, who's testified to this thing, says, "Is Edna on the list?" And she'd say, "No, she's not on the list." Even though --

THE COURT: See again, this is something that was litigated four years ago. How many years ago was the Order entered?

MR. BARRY: January 31st, '02, Your Honor.

MR. INMAN: Well, they've also had --

MR. BARRY: Over four years ago this was litigated.

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MR. INMAN: Ma'am, I'm not speaking for myself. We can find those people. We can get you addresses for these people that -- there's 76,000 shares here. I'll give mine away.

THE COURT: It's too late. It's too late.

MR. INMAN: Is it too late to appeal?

THE COURT: You can appeal my Order now, but I'm denying a motion to reopen the case, because all these issues of who should or should not have been on the list, were already decided.

MR. NEUMANN: Your Honor, Pete Neumann.

THE COURT: Yes.

MR. NEUMANN: When I spoke with both attorneys, Mr. Barry and Mr. Jameson, in my personal case, they both verified who I was, that I was entitled to the shares. They were all looking for your guidance what to do with it. They thought I was part of this from the beginning, but they were just looking what to do with all these shares. They told me they had no idea what to do with it. They didn't have any guidance. That's why they asked me to file a motion with the Court.

THE COURT: All right.

MR. NEUMANN: I just called them up and I said, "Can you please finally release the shares that were put aside four years ago?" They both took a week to verify who I was. They

both agreed to my background, that they knew I was part of EPFF. All I'm asking for is what was already funded.

THE COURT: Well, I understand, but I'm going to deny the relief you're requesting, Mr. Neumann.

MR. NEUMANN: So what happens to the shares that Continental put in its escrow account?

THE COURT: I believe under the Settlement Agreement they go back to Continental. Am I correct?

MR. NEUMANN: And Mr. Barry says, "We don't want the stock back." I asked him that question. He said, "We funded it. It's between you and Mr. Jameson."

MR. JAMESON: Your Honor --

MR. NEUMANN: When I called Mr. Jameson, he said, "I have such a mess in paperwork, I have no idea what to do right now. I need Court guidance."

MR. JAMESON: Your Honor, just to be correct, they actually go back to the Continental Estate --

THE COURT: Okay.

MR. JAMESON: -- not to Continental itself.

THE COURT: I'm sorry.

MR. INMAN: May I ask a question? Were you intending to have a Class Action that would identify people who had not opted out that were on the 1990 Seniority List?

THE COURT: I'm not gonna relitigate what the

settlement dealt with. The list was prepared and approved. It was amended and approved. That's the list.

MR. INMAN: I agree. But we could have written this Order just as easy to say let's publish the A list and pay these people some money. So if you didn't want to provide a Class Action for people who had not opted out, I'll take it that you didn't really want to do that. Thank you.

THE COURT: Listen. The pilots have litigated this for years and years and years. And the Court is well aware that they would file documents and not file documents based on what they perceived was their rights. If they did not file a claim, the Court presumes they did not want to be part of the settlement, and did not want to receive these shares, because they felt they had other rights that they could pursue on appeal. So I recognize that certain pilots did not want to participate.

MR. NEUMANN: Your Honor, why was this not sent certified mail or return receipt so there's some kind of documentation this was mailed?

THE COURT: I'm not answering any questions. I've made my ruling. I'm not inclined to grant any relief on any of the motions. The case has been decided, and the parties are stuck with what was decided four years ago.

MR. NEUMANN: So these shares will never be

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distributed to whom they were intended to be distributed to.

THE COURT: The Settlement Agreement will be complied with. All right, we'll stand adjourned.

MR. JAMESON: Your Honor, should we submit an Order with respect to all of the pending motions, or will Your Honor just simply rely on the oral ruling today?

THE COURT: I'd like a Form of Order.

MR. JAMESON: Very well. Thank you very much, Your Honor.

THE COURT: Thank you.

(Court adjourned)

CERTIFICATION

I certify that the foregoing is a correct transcript from the electronic sound recording of the proceedings in the above-entitled matter.

\_\_\_\_\_  
Signature of Transcriber

\_\_\_\_\_  
Date

# EXHIBIT

# V

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re	)	Chapter 11
	)	
CONTINENTAL AIRLINES, INC.,	)	Case Nos. 90-932 (MFW)
<i>et al.</i> ,	)	through 90-984 (MFW)
	)	
Debtors.	)	Jointly Administered
	)	
<hr/>		
JAMES BALDRIDGE, WILLIAM	)	
MANN and LARRY DUNN, individually	)	
and as representatives of a class of persons	)	
similarly situated who are referred to as	)	
the LPP CLAIMANTS,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	Adversary No. 99-412 (MFW)
	)	
CONTINENTAL AIRLINES HOLDINGS,	)	
INC., CONTINENTAL AIRLINES,	)	
INC. and SYSTEM ONE HOLDINGS,	)	Hearing Date: July 21, 2006 at 4:00 p.m.
INC.,	)	
	)	
Defendants.	)	Ref. Docket Nos. 427-436, 438-440, 443-445 & 448
	)	

**ORDER DENYING MOTIONS: DOCKET NOS: 427-436, 438-440, 443-445 & 448**


The Court having considered the motions identified on Exhibit A annexed hereto (collectively, the "Motions") [Docket Nos. 427-436, 438-440, 443-445 & 448] and the arguments made therein; and upon consideration of the arguments made on the record of the hearing held in this adversary proceeding on July 21, 2006; and the Court having made oral rulings on the record at such hearing, all of which are incorporated herein; and no other or further notice being necessary or required; and after due deliberation and sufficient cause appearing therefor, it is



ORDERED, that the Motions, and each of them, are hereby denied.

Dated: Wilmington, Delaware

July 24, 2006



Mary F. Walrath  
Chief United States Bankruptcy Judge

**EXHIBIT A**

Filing Date	Docket No.	Docket Text
07/20/2006	<u>448</u>	Motion to Compel and Compliance with January 31, 2002 Order Filed by Luis A. Baldoni
07/18/2006	<u>445</u>	Motion to Compel and Compliance with January 31, 2002 Order Filed by Francis C. Armstrong
07/18/2006	<u>444</u>	Motion to Compel and Compliance with January 31, 2002 Order Filed by Rafael Villanueva
07/18/2006	<u>443</u>	Motion to Compel and Compliance with January 31, 2002 Order Filed by J. Trigg Adams
07/12/2006	<u>439</u>	Motion to Compel and Compliance with January 31, 2002 Order Filed by Richard Alan Osborne
07/11/2006	<u>440</u>	Motion to Reopen Adversary Proceeding but Object to the class Action Plaintiffs' Stipulations for Motion to Reopen Filed by Brownie N. Inman
07/11/2006	<u>438</u>	Motion to Compel Compliance with January 31, 2002 Order and Motion for Order Reopening Adversary Proceeding Filed by Ramon E. O'Neill
07/11/2006	<u>436</u>	Motion to Reopen Adversary Proceeding for Limited Purpose of enabling Compliance with this Court January 31, 2002 Order and Objections to the Stipulations for the Motion to Reopen by Class Representatives Because again Class Representative are not telling the Truth in Regards to the Composition of The Class Members Filed by Pete G. Neumann
06/20/2006	<u>435</u>	Motion to Compel and Compliance with January 31, 2002 Order Filed by Patrick M. Broderick
06/19/2006	<u>434</u>	Motion to Reopen Adversary Proceeding. Filed by JAMES BALDRIDGE, LARRY DUNN, LPP CLAIMANTS, WILLIAM MANN
06/15/2006	<u>433</u>	Motion to Compel and Compliance with January 31, 2002 Order Filed by James M. Reifke
06/13/2006	<u>432</u>	Motion to Compel and Compliance with January 31, 2002 Order Filed by Brownie

		N. Inman
06/13/2006	<u>431</u>	Motion to Compel and Compliance with January 31, 2002 Order Filed by Joseph F. Kucklick
06/12/2006	<u>430</u>	Motion to Compel and Compliance with January 31, 2002 Order Filed by David A. Burns
06/09/2006	<u>429</u>	Motion to Compel and Compliance with January 31, 2002 Order Filed by Michael D. Donovan
06/08/2006	<u>428</u>	Motion to Reopen Adversary Proceeding and Chapter 11 Cases for the Limited Purpose of Enabling Compliance with this Court January 31, 2002 Order Filed by Peter G. Neumann
05/31/2006	<u>427</u>	Motion to Compel and Compliance with January 31, 2002 Order Filed by Peter G. Neumann

# EXHIBIT

W

IN THE UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

In re  
CONTINENTAL AIRLINES, INC.,

) Chapter 11

) Case No. 90-932

Ramon E. O'Neill  
Identified member of the class  
of LPP CLAIMANTS,

) Adversary No. 99-412 (MFW)

) re: Docket No. 438

v.

) re: Docket No. 451

JAMES BALDRIDGE, WILLIAM MANN  
and LARRY DUNN.  
Representatives of the LPP CLAIMANTS,

and

CONTINENTAL AIRLINES, INC.  
Debtor

US BANKRUPTCY COURT  
DISTRICT OF DELAWARE  
CLERK

2006 AUG - 1 AM 11:16

FILED

NOTICE OF APPEAL

I, Ramon E. O'Neill, a plaintiff appeals under 28 USC (a) from the ORDER DENYING MOTIONS: 427-436, 438-440, 443-445 & 448 entered in this adversary proceeding on the 24 day of July, 2006.

If the circuit has no bankruptcy appellate panel, I request the appeal to be forwarded to the federal district court judge in the district in which this bankruptcy court is located.

July 29, 2006

*Ramon E. O'Neill*  
Ramon E. O'Neill, Pro Se  
7424 SW 129 Ct.  
Miami, Fl. 33183  
(305) 386-4866

453

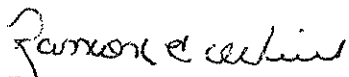
IN THE UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

In re	)	Chapter 11
CONTINENTAL AIRLINES, INC.,	)	
	)	
_____	)	Case No. 90-932
	)	
Ramon E. O'Neill	)	
Identified of the class	)	Adversary No. 99-412 (MFW)
of LPP CLAIMANTS	)	
	)	
	)	
v.	)	re: Docket No. 438
	)	
JAMES BALDRIDGE, WILLIAM MANN	)	re: Docket No. 451
and LARRY DUNN.	)	
Representatives of the LPP CLAIMANTS,	)	
	)	
and	)	
	)	
CONTINENTAL AIRLINES, INC.	)	
Debtor	)	
	)	
_____	)	

**CERTIFICATE OF SERVICE**

I, Ramon E. O'Neill, certify that I am not less than 18 years of age, and that service of the NOTICE OF APPEAL was made on July 29, 2006, upon the attached service list by first class mail, unless otherwise specified.

Under penalty of perjury, I declare that the foregoing is true and correct.

  
Ramon E. O'Neill, *Pro Se*  
7424 SW 129 Ct.  
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Counsel for LPP Claimants:  
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United States Bankruptcy Court  
District of Delaware  
824 North Market Street 3rd floor  
Wilmington, DE 19801- 3024  
(302) 252-2900



IN THE UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

2006 SEP -6 AM 10:05

In re  
CONTINENTAL AIRLINES, INC.,

) Chapter 11

) Case No. 90-932

Ramon E. O'Neill  
Identified member of the class  
of LPP CLAIMANTS,

) Adversary No. 99-412 (MFW)

) re: Docket No. 453

v.

JAMES BALDRIDGE, WILLIAM MANN  
and LARRY DUNN.  
Representatives of the LPP CLAIMANTS,

and

CONTINENTAL AIRLINES, INC.  
Debtor

**DESIGNATION OF DOCUMENTS**

I, Ramon E. O'Neill, in accordance with Bankruptcy Rule 8006 petition this Court, the debtor and the class representatives the following records to be produced and forwarded for this appeal.

1. Notification to this Court by the debtor of the existence during these bankruptcy proceedings of the Continental/People Express arbitration.
2. Motions to this Court by the debtor, under section 11 USC § 362

(Automatic Stay) permitting the debtor to continue the Continental/People Express arbitration.

3. Orders rendered by this Court, under section 11 USC § 362

(Automatic Stay) permitting the debtor to continue the Continental/People Express arbitration.

4. Motions to this Court by the debtor requesting relief under the First and/or second reorganization plan of the Continental/People Express arbitration award.

5. Orders rendered by this Court granting relief under the first and/or second reorganization plan of the Continental/People Express arbitration award.

6. Ms. Edna Smith affidavit, docket # 72, in this adversary proceeding 99-412.

7. The debtor to submit the list of the 5000 pilot's names who filed timely claims as referred to in Ms. Edna Smith's affidavit, paragraph 3(a).

8. The debtor to submit the "ALPA Settlement" pilot's names as referred to on Ms. Brenda Smith affidavit, paragraph 3(c).

9. This court's order granting the "ALPA Settlement".

10. The debtor to submit the "Addington Group" pilot's names as referred to in Ms. Edna Smith affidavit, paragraph 3(d).
11. This court's order granting the "Addington Group" withdrawal of their proof of claims.
12. The debtor to submit the Eastern pilot's names as referred to on the transcript held on January 31, 2002 (Fairness hearing), merged into Continental seniority list under the settlement mention by debtor during the hearing.
13. The debtor to submit the motions requesting relief from the reorganization plan for the approval of the settlement by this court to merge Eastern pilots into Continental seniority list, not listed under the "ALPA Settlement" and/or the "Addington Group".
14. The order of this court granting relief from the reorganization plan for the approval of the settlement permitting the merger of Eastern pilots into Continental seniority list, not listed under the "ALPA Settlement" and/or the "Addington Group".
15. The names of the Eastern pilots merged into Continental seniority list, not listed under the "ALPA Settlement" and/or the "Addington Group".
16. The debtor, as owner of Eastern since February 1986, and designated record keeper of all Eastern pilots records, to submit all Eastern pilots

seniority lists since the acquisition of Eastern (February 1986) till date of shutdown (January 1991).

17. JAMES BALDRIDGE, WILLIAM MANN and LARRY DUNN class Representatives' affidavits, docket # 70-2 through 70-5 in this adversary proceedings 99-412.

18. JAMES BALDRIDGE, WILLIAM MANN and LARRY DUNN class representatives consistent with the following statements in their affidavits page 4 and 5:

*b. "identifying and maintaining, on a current basis, data regarding the identification and location of persons who have become Class Members;"*

*k. "participating in preparing for and attending National Mediation Board proceedings"*

to submit the official November 1990 Eastern Master Seniority list and all Eastern Master Seniority lists obtained for the purpose of preparing for the arbitration.

19. JAMES BALDRIDGE, WILLIAM MANN and LARRY DUNN as class representatives and directors of Eastern Pilots for Fairness to submit all letters regarding fund raising for the litigations involving Continental and the pending arbitration.

20. JAMES BALDRIDGE, WILLIAM MANN and LARRY DUNN as class representatives and directors of Eastern Pilots for Fairness to submit all the

financing involved for this litigation including contracts with attorneys, accountants, pilots names, data upkeep and any other contracts with individuals or entities that were retained or contracted related to this arbitration litigation and this adversary proceeding.

21. A clarification statement from this court regarding the rights of the Eastern pilots not listed on Exhibit A and/or B of the settlement agreement. Specifically I'm referring to page 20 and 21 of July 21, 2006 hearing.

MR. INMAN: Brownie Inman.

THE COURT: Okay.

MR. INMAN: And I have -- it's right in the record that there's 2,000 that could have been available. But I -- it's in the record. We can go right to it right now and end this myth just quickly. Edna Smith admits in her deposition 5,000. She said she started working. She eliminated the 2,700 of the Continental Airlines and Eastern settlements, and the 300 of the -- what was it -- the -- pardon me.

THE COURT: The Alpha?

MR. INMAN: Addington Group.

THE COURT: Addington Group.

MR. INMAN: That's 3,000 people. She started with 5, ended up with 3. I mean she started with 5, eliminated 3. That's 2,000 people. It's right in the record, right here, Your Honor. We can -- in the document -- in the Court records. I'm not -- I can do it very easily. However, even if I do do it, it doesn't matter, because you approved the -- if you'll remember the settlement, you approved Appendix A. That was the list you started with. Appendix A was specific names. I think about 560 people. And you had to be on Appendix A. And there was no option of expanding Appendix A. It was never in your Order to expand Appendix A. You said that they had to be on Appendix A, with no mechanisms to expand

Appendix A. So you defined the Class as 560 people. And anybody that's not on it is entitled to their appeal rights to arbitration.

THE COURT: Okay. And that's what you're stuck with.

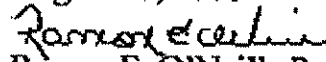
MR. INMAN: Okay. Excuse me.

22. Motion requesting the addition of newly identify class members dated May 17, 2002.
23. Order granting the addition of newly identify class members.
24. A clarification statement from this court regarding the willingness of the court to re-litigate Exhibit A of the settlement agreement after the claims due date of April 02, 2002.
25. A clarification statement from this court regarding the willingness of the court to re-litigate Exhibit A and add Exhibit B on May 17, 2002.
26. A clarification statement from this court regarding the certification of the class composition and its relation to the settlement.

Please forward all these records to the District Court.

I reserve the right to expand upon this request as seen fit and as requested by the District Court.

August 27, 2006

  
Ramon E. O'Neill, Pro Se  
7424 SW 129 Ct.  
Miami, FL 33183  
(305) 386-4866

# EXHIBIT

# X



IN THE UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

In re	) Chapter 11
CONTINENTAL AIRLINES, INC.,	)
	)
_____	) Case No. 90-932
	)
J. Trigg Adams	)
Identified member of the class	) Adversary No. 99-412 (MFW)
of LPP CLAIMANTS,	)
	) re: Docket No. 443
	)
v.	) re: Docket No. 451
	)
JAMES BALDRIDGE, WILLIAM MANN	)
and LARRY DUNN.	)
Representatives of the LPP CLAIMANTS,	)
	)
and	)
	)
CONTINENTAL AIRLINES, INC.	)
Debtor	)
	)
_____	)

NOTICE OF APPEAL

I, J. Trigg Adams, a plaintiff, appeal under 28 USC (a) from the ORDER DENYING MOTIONS: 427-436, 438-440, 443-445 & 448 entered in this adversary proceeding on the 24 day of July, 2006.

If the circuit has no bankruptcy appellate panel, I request the appeal to be forwarded to the federal district court judge in the district in which this bankruptcy court is located.

July 31, 2006

  
J. Trigg Adams, Pro Se

7424 SW 129 Ct.

Miami, Fl. 33183

(305) 665-8904

456

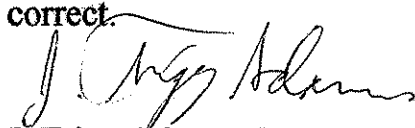
IN THE UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

In re	) Chapter 11
CONTINENTAL AIRLINES, INC.,	)
	)
_____	) Case No. 90-932
	)
J. Trigg Adams	)
Identified of the class	) Adversary No. 99-412 (MFW)
of LPP CLAIMANTS	)
	)
	)
v.	) re: Docket No. 443
	)
JAMES BALDRIDGE, WILLIAM MANN	) re: Docket No. 451
and LARRY DUNN.	)
Representatives of the LPP CLAIMANTS,	)
	)
and	)
	)
CONTINENTAL AIRLINES, INC.	)
Debtor	)
	)
_____	)

**CERTIFICATE OF SERVICE**

I, J. Trigg Adams, certify that I am not less than 18 years of age, and that service of the NOTICE OF APPEAL was made on July 31, 2006, upon the attached service list by first class mail, unless otherwise specified.

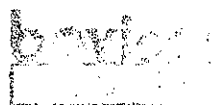
Under penalty of perjury, I declare that the foregoing is true and correct.

  
J. Trigg Adams, *Pro Se*  
3824 park Ave.  
Miami, FL. 33133  
Phone (305) 665-8904

Council for Continental Airlines:  
Robert Brady, Esq.  
Young, Conaway, Stargatt & Taylor  
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1000 West Street, 17 Floor  
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(302) 571-6600

Counsel for LPP Claimants:  
Bruce Jamenson, Esq.  
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United States Bankruptcy Court  
District of Delaware  
824 North Market Street 3rd floor  
Wilmington, DE 19801- 3024  
(302) 252-2900



IN THE UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

FILED

2006 SEP -8 AM 10:51

In re  
CONTINENTAL AIRLINES, INC.,

) Chapter 11

U.S. BANKRUPTCY COURT,  
DISTRICT OF DELAWARE

)  
)  
) Case No. 90-932

J. Trigg Adams  
Identified member of the class  
of LPP CLAIMANTS,

)  
) Adversary No. 99-412 (MFW)

)  
) re: Docket No. 456

v.

JAMES BALDRIDGE, WILLIAM MANN  
and LARRY DUNN.  
Representatives of the LPP CLAIMANTS,

and

CONTINENTAL AIRLINES, INC.  
Debtor

**DESIGNATION OF DOCUMENTS**

I, J. Trigg Adams, in accordance with Bankruptcy Rule 8006 petition this

Court, the debtor and the class representatives the following records to be

produced and forwarded for this appeal:

1. **Stipulation And Order On Motion To Intervene**, adversary Proceeding A-99-412 of February 3, 2000.

2. **Objection To The Proposed Amendment To February 3, 2001 Order Granting Class Certification**, adversary proceeding A-99-412 of November 3, 2001.

3. **ADDENDUM TO MEMORANDUM BRIEF ON MOTION FOR FINAL SUMMARY JUDGEMENT**, adversary proceeding A-99-412, August, 2000.

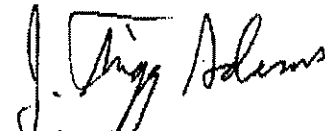
**3. ADDENDUM TO MEMORANDUM BRIEF ON MOTION FOR FINAL SUMMARY JUDGEMENT**, adversary proceeding A-99-412, August, 2000.

4. List of LPP Claimants to which Continental Airlines attested in this Court it had mailed copies of its **SECOND REORGANIZATION PLAN**.

5. Clarification by the judge as to why she made the statement in the Motion To Reopen hearing on July 21, 2006, "Captain Adams, I decided the list was correct, after hearing all the arguments that were made", over the objections in the record at the original Settlement Hearing and in the Motion To Reopen Hearing, that the lists submitted were fraudulently deficient, without any evidentiary argument of their inaccuracy at either time.

6. Clarification by the judge as to why any and all objections throughout all these proceedings as to the inaccurate and fraudulent nature of the submissions of the Class Counsel have been pointedly ignored instead of being investigated when brought up.

September 5, 2006

A handwritten signature in cursive script, appearing to read "J. Trigg Adams".

J. Trigg Adams, *pro se*  
3824 Park Ave.  
Miami, FL 33133  
305-665-8904

# EXHIBIT

# Y

IN THE UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

In re  
CONTINENTAL AIRLINES, INC.,

) Chapter 11  
)  
)

) Case No. 90-932  
)  
)

Brownie N Inman  
Identified member of the class  
of LPP CLAIMANTS,

) Adversary No. 99-412 (MFW)  
)  
)

) re: Docket No. 432  
)  
)

v.

) re: Docket No. 451  
)  
)

JAMES BALDRIDGE, WILLIAM MANN  
and LARRY DUNN.  
Representatives of the LPP CLAIMANTS,

and

CONTINENTAL AIRLINES, INC.  
Debtor

2006 AUG -1 AM 11:16  
FILED  
U.S. BANKRUPTCY COURT  
DISTRICT OF DELAWARE


FILED

NOTICE OF APPEAL

I, Brownie N. Inman, a plaintiff appeals under 28 USC (a) from the ORDER DENYING MOTIONS: 427-436, 438-440, 443-445 & 448 entered in this adversary proceeding on the 24 day of July, 2006.

If the circuit has no bankruptcy appellate panel, I request the appeal to be forwarded to the federal district court judge in the district in which this bankruptcy court is located.

July 29, 2006

  
Brownie N Inman, Pro Se  
18905 SW 128 Ct.  
Miami, FL 33177  
(305) 2546648

451



IN THE UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

2006 SEP -8 AM 10:53

In re  
CONTINENTAL AIRLINES, INC.,

) Chapter 11

U.S. BANKRUPTCY COURT  
DISTRICT OF DELAWARE

) Case No. 90-932

Brownie N Inman  
Identified member of the class  
of LPP CLAIMANTS,

) Adversary No. 99-412 (MFW)

) re: Docket No. 454

v.

) Appeal No. 90-00932

JAMES BALDRIDGE, WILLIAM MANN  
and LARRY DUNN.  
Representatives of the LPP CLAIMANTS,

and

CONTINENTAL AIRLINES, INC.  
Debtor

**DESIGNATION OF DOCUMENTS**

I, Brownie N Inman, in accordance with Bankruptcy Rule 8006 petition this Court, the debtor and the class representatives the following records to be produced and forwarded for this appeal.

1. Request Continental produce the Ms. Edna Smith affidavit, docket # 72, in the adversary proceeding 99-412, page 2, para 3 (a) testifies of 5000 proofs of LPP claims. Please forward those 5000 names, alphabetically or in seniority order. Furthermore, in the same affidavit Edna Smith testifies that

she makes a list to be used to reconcile with Class Counsel's submissions.

Please produce the list she used.

2. Adversary Proceeding A-99-412, Page 4, requires eligible pilots to be "members of Eastern's flight deck collective bargaining unit". Request Continental provide the names of those pilots who were members of the flight deck collective bargaining unit who were active at the date of shutdown.
3. Adversary Proceeding No A-99-412, Page 5, para 6, Class Counsel discovered 248 persons not previously identified. Class Representatives should produce any documentation to substantiate this claim. Additionally, the B list (those 248) should be produced by Class Representatives, as well as documentation as to those who were actually contacted and who actually received the settlement, by name, if any.
4. Adversary Proceeding No 99-412, page 4, para 3. Class Representatives should provide the Motion to Clarify and all supporting documentation which led to "newhire" pilots being eliminated from the Class Settlement. "Proofs of Claim" filed by ALPA for enforcement of LPPs against CAL excluded the "newhire" pilots etc etc" Continental should provide an example of those "Proofs of Claim".
5. The Class was certified on Feb 3, 2000. Seventeen months later the

Court Granted the Class Settlement by requiring LPP Claimants be on the Nov 1990 Alphabetical Seniority List. Adversary Proceeding A-99-412, page 4, para 4 keeps referring to a Seniority List that has never existed, ie., the Nov 1990 Alphabetical List. Request Continental legal, Class Counsel, and Class Representatives provide any documentation why they have continued to pretend there is such a list when one has never existed, and why, as officers of the court, they induced a trusting Bankruptcy Judge, relying on their integrity to sign a ridiculous settlement order (using that fantasy list) that had no basis in objective reality.

6. Adversary Proceeding A-99-412 page 6, first sentence, "the entire Nov 1990 Seniority List consisting of 3,387 persons". Class Representatives should provide that list.

7. Numerous "newhires" such as Brownie Inman, Peter Neumann, and Terry Philips received a settlement offering while simultaneously the entire subset of "newhires" was deleted as per Adversary Proceeding No A-99-412. Class Counsel and Class Representatives should provide documentation why this was possible.

8 In October 1998 Class Counsel and Class Representatives negotiated an agreement with Continental which allowed them to litigate on behalf of all LPP Claimants etc etc. Class Representatives should provide any

documentation to this agreement and if a Class Action was also agreed to at that time.

9 Class Representatives should provide any documentation that they communicated to the Court that they had access to approximately two million dollars provided by the members of Eastern Pilots for Fairness, which was used to pay their expenses and the legal costs of the Class Counsel.

Sept 2, 2006



Brownie N Inman, *Pro Se*  
18905 SW 128 Ct  
Miami Fl 33177  
3052546648  
3058015227

# EXHIBIT

## Z

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

In re	) Chapter 11
CONTINENTAL AIRLINES, INC., et. al	)
	)
Debtor	)
_____	) Case No. 90-932 & 90-933 (MFW)
	)
<b>Ramon E. O'Neill</b>	) Civil Action No. 06-568 (SLR)
	)
Appellant	)
v.	)
	)
	)
JAMES BALDRIDGE, WILLIAM MANN	)
and LARRY DUNN.	)
Representatives of the LPP CLAIMANTS,	)
	)
and	)
	)
CONTINENTAL AIRLINES, INC.	)
	)
Appellees,	)
_____	)

**MOTION OF OBJECTION FOR AN ORDER EXCUSING THE PARTIES  
FROM THE MEDIATION REQUIREMENT OF THIS COURT'S  
JULY 23, 2004 STANDING ORDER**

1. I, Ramon E. O'Neill, object to the MOTION FOR AN  
ORDER EXCUSING THE PARTIES FROM THE MEDIATION  
REQUIREMENT OF THIS COURT'S JULY 23, 2004 STANDING  
ORDER for the following reasons:

A. This Court's July 23, 2004 order, demands mandatory

mediation procedures shall apply to all appeals to this Court from the Bankruptcy Court.

B. Contrary to Continental's representation, I am not re-litigating this case. This Court and the Appellate Court upheld the January 31, 2002 Final Order and Judgement issued by the Bankruptcy Court. I and others petition the Bankruptcy Court to reopen the case (No. 99-412) and compel compliance by both parties with the January 31, 2002 Final Order and Judgement.

C. The Bankruptcy Court, Continental, and the Class Representatives are totally ignoring that all 5000 Eastern Pilots had filed a timely proof of claim in the bankruptcy proceedings. This is reflected in Continental's affidavit dated January 10, 2002, Docket No. 72, James Baldridge, *et al.*, v. Continental Airlines Holdings, Inc., *et al.*, Adv. Proc. No. 99-412. (Exhibit 1)

(a) I and those under my direct supervision and control reviewed the Official Claims Register maintained in these bankruptcy cases and identified any proof of claim that may have been filed by a former employee of Eastern Airlines who claimed they were entitled to the benefits of the collective bargaining agreement between Eastern Airlines and the Air Line Pilots Association (the "Eastern CBA") in effect at the time that Eastern Airlines allegedly merged with Continental Airlines Holdings, Inc. This resulted in an initial list of more than 5,000 claims.

D. The Bankruptcy Court, Continental, and the Class



Representatives are totally ignoring the Appellate Court's opinion

(Exhibit 7) which states:

***"To the extent O'Neill argues that other pilots were missing from the class list, the settlement, as approved by the Bankruptcy Court on January 31, 2002, included a clause which allowed other class members who met the definitions to file a claim by April 3, 2002. Thus, this objection to the class certification was remedied by the Bankruptcy Court."***

The Appellate Court opinion recognizes the composition of the class presented on January 31, 2002 Final Order and Judgment as described in the class certification. The Appellate Court also recognized that in a Railway Labor Act arbitration all pilots will be merged, therefore in lieu of an arbitration award **all the pilots** are subject to the settlement agreement. No jobs at Continental, just stock and monies.

What the Appellate Court as well as this Court did not know was that as my appeal was progressing the class was being fraudulently redefined so the new definition enabled the Class Representatives and Continental to cover up their lies.

This Appeal is about how Class Representatives and Continental have made every effort to defraud the class, it is not about the composition of the class. This appeal deals with the following:

**1. 18 U.S.C. § 152.**

**§ 152. Concealment of assets; false oaths and claims; bribery**

- (2) knowingly and fraudulently makes a false oath or account in or in relation to any case under title 11;
  - (3) knowingly and fraudulently makes a false declaration, certificate, verification, or statement under penalty of perjury as permitted under section 1746 of title 28, in or in relation to any case under title 11
  - (8) after the filing of a case under title 11 or in contemplation thereof, knowingly and fraudulently conceals, destroys, mutilates, falsifies, or makes a false entry in any recorded information (including books, documents, records, and papers) relating to the property or financial affairs of a debtor; or
  - (9) after the filing of a case under title 11, knowingly and fraudulently withholds from a custodian, trustee, marshal, or other officer of the court or a United States Trustee entitled to its possession, any recorded information (including books, documents, records, and papers) relating to the property or financial affairs of a debtor,
- shall be fined under this title, imprisoned not more than 5 years, or both.

## 2. 18 U.S.C. § 157.

### **§ 157. Bankruptcy fraud**

A person who, having devised or intending to devise a scheme or artifice to defraud and for the purpose of executing or concealing such a scheme or artifice or attempting to do so—

- (1) files a petition under title 11;
  - (2) files a document in a proceeding under title 11; or
  - (3) makes a false or fraudulent representation, claim, or promise concerning or in relation to a proceeding under title 11, at any time before or after the filing of the petition, or in relation to a proceeding falsely asserted to be pending under such title,
- shall be fined under this title, imprisoned not more than 5 years, or both.

E. This is a case of ethics, judicial integrity and truth. The so call

November 1990 Alphabetical Seniority List submitted by Continental and

Class Representatives to the Bankruptcy Court is fraudulent.

The unrejected Eastern Airlines Collectively Bargained Agreement section 20- Pilots' System Seniority List reads as follows: (See Exhibit 2)

*A. Eastern shall periodically compile a list of names of all pilots, whether active or inactive, arranged in order of their seniority number as outlined in Paragraph B below. Such list shall be known as the Pilots' System Seniority List.*

*B. The Pilots' System Seniority List shall consist of the seniority number, name and seniority date of all pilots, arranged in the same order as provided in the Agreement respecting merger of Pilots' Seniority List of Colonial Airlines, Inc., and Eastern Air Lines, Inc., signed on the 10<sup>th</sup> day of March 1956, and as it has been further arranged by the addition of pilots thereto as a result of the Eastern and Mackey merger and the Caribbean Atlantic Airlines, Inc., (Caribair) acquisition, and the Pilots' System Seniority List shall also consist of the seniority number, name and seniority date of all pilots employed or added to the list on or after the 10<sup>th</sup> of March 1956, arranged in order of their seniority date or numbers in accordance with the provisions of Section 18 of this Agreement.*

In simple words the so called November 1990 Alphabetical Seniority List submitted by Continental and Class Representatives never existed. The so called November 1990 Alphabetical Seniority List never followed the guidelines set forth in the unrejected Eastern Air Lines collectively bargained agreement as described above. That is the reason why both parties kept amending the list, redefining and modifying the composition of the class as seen fit during my the appeals.

**In this country this is called fraudulent documents, intentionally produced to defraud others, punishable as a crime.**

F. This Court should also be aware of that very first section of the unrejected Eastern Airlines Collectively Bargained Agreement states:

***SECTION 1-RECOGNITION AND SCOPE***

***A. The Air Line Pilots Association, International, has furnished to Eastern proof (including National Mediation Board Certification, Case No. R-3641, dated June 4, 1964) that the pilots (as hereinafter defined) employed by Eastern have designated the Association to represent them and in their behalf negotiate and conclude an Agreement with Eastern as to rates of pay, rules and working conditions covering all pilots in the employ of Eastern in accordance with the provisions of the Railway Labor Act, as amended. (See Exhibit 2).***

In simple words the collective bargaining unit represented all pilots, therefore; they are **members of Eastern's flight deck collective bargaining unit.**

G. Continental and Class Representatives have had a copy of the unrejected Eastern Airlines Collectively Bargained Agreement since February 23 1986, all parties are fully aware of the obligations contained within the collective bargained agreement.

H. Continental, and the Class Representatives participated in Bankruptcy Court proceedings commencing on April 25, 2002 , with a final order granting the motion to add newly identified former EAL pilots as members of the class and as well as deleting other pilots by redefining the composition of the class. The Bankruptcy Court ruled on June 14, 2002.

The mechanism by which eligible pilots could have exercised their claim had been shutdown from the very beginning of the settlement agreement dispute when Continental and Class Representatives omitted their names and refused to fund their claims. Continental and Class Representatives when forced by our appeals addressed the omitted pilots names covered up their lies, and redefined the class to be pilots in the March 03, 1989 Eastern Pilots Seniority List **members of Eastern's flight deck collective bargaining unit** instead of the November 1990 Eastern Pilots Seniority List as defined in the class certification and settlement agreement.

This is reflected in Class Representatives' motion adding newly identified former EAL pilots as members of the class is dated April 25, 2002, Docket No. 169. Continental's objection to Class Representatives' motion is dated June 7, 2002, Docket No. 257. Class Representatives' reply to Continental's objection is dated June 12, 2002, Docket No. 290. The Bankruptcy Court order granting the motion to add names to the class dated June 14, 2002, Docket No. 291. James Baldrige, *et al.*, v. Continental Airlines Holdings, Inc., *et al.*, Adv. Proc. No. 99-412. (Exhibit 3, 4, 5 & 6)

I. Class Representatives' reply dated June 12, 2002, Docket No. 290, (Exhibit 5) and the Bankruptcy Court order granting the motion to

add names to the class dated June 14, 2002, Docket No. 291 (Exhibit 6) excluded the same pilots which the Appellate Court in its March 5, 2005 opinion (Exhibit 7) stated had the right to participate in the settlement agreement. The Appellate Court is in agreement that all pilots are covered by a Collective Bargaining Agreement are part of the collective bargaining unit.

J. Continental relies on the following paragraph from the March 5, 2005 Appellate Court's opinion, (Exhibit 7) page 8 paragraph 1.

***“To the extent O’Neill argues that other pilots were missing from the class list, the settlement, as approved by the Bankruptcy Court on January 31, 2002, included a clause which allowed other class members who met the definitions to file a claim by April 3, 2002. Thus, this objection to the class certification was remedied by the Bankruptcy Court.”***

It is clear that the Appellate Court recognized the deleted pilots as part of the class and these deleted pilots should have been allowed to participate on the settlement agreement. Neither Class Representatives nor Class Counsel made any attempts to obtain funding for these deleted pilots after these pilots had been reinstated by the Appellate Court opinion of March 5, 2005. But that is not surprising considering the Class Representatives and Class Counsel deleted the pilots. Class Representatives and Class Counsel had perjured themselves on behalf of Continental and participated in these pilots' deletion process from the very beginning.



K. Realizing this is an observant Court, I fully expect this Court to carefully reflect and analyze the evidence submitted as exhibits.

This observant Court will notice that all evidence submitted, with the exception of Exhibit 2 are Bankruptcy Court dockets filed either by Continental or Class Representatives. All the documents with the exception of Court orders, opinions and Exhibit 2 are fraudulent.

The least fraudulent of all documents is Edna Smith (Continental's affidavit) dated January 10, 2002, Docket No. 72. Mrs. Smith tells the truth concerning the amount of claimants which coincides with the total numbers of pilots employed at Eastern on November 1990 , besides this statement, the statement regarding her employer and her job description, the rest of the document is fraudulent. All other documents presented in the exhibits continues the perjury with a clear intent to defraud the Class members.

L. Fraudulent documents have been submitted by Continental and Class Representatives through the settlement agreement process and litigation. This Court as well as other Courts, has made rulings based on Continental and Class Representatives fraudulent documents. Commencing, as previously demonstrated, with the November 1990 Alphabetical Seniority List which was part of Docket No.57, Stipulation and Agreement of



Compromise and Settlement, Exhibit B-1, dated October 16, 2001 (Exhibit 8) and culminating with Docket No. 290, Reply to Defendants' Objection to Motion of Class Action Plaintiffs for Finding that Newly Identified Former EAL Pilots are members of the Class. Dated, June 12, 2002, (Exhibit 5).

M. The truth is that the Continental affidavit acknowledges the 5000 claims which coincide with the Eastern pilots employed on November 1990, Continental's affidavit dated January 10, 2002, Docket No. 72, paragraph 3(a).

(a) I and those under my direct supervision and control reviewed the Official Claims Register maintained in these bankruptcy cases and identified any proof of claim that may have been filed by a former employee of Eastern Airlines who claimed they were entitled to the benefits of the collective bargaining agreement between Eastern Airlines and the Air Line Pilots Association (the "Eastern CBA") in effect at the time that Eastern Airlines allegedly merged with Continental Airlines Holdings, Inc. This resulted in an initial list of more than 5,000 claims.

N. The truth is that if some of us had not appealed the January 31, 2002 Bankruptcy Court order, the Class Representatives and Continental would have never brought forward some of the intentionally deleted pilot names. But then again, Class Representatives and Continental lied when they limited the class **members of Eastern's flight deck collective bargaining unit**, this is not the definition on the class certification or the

settlement agreement. Ironically the Eastern Collective Bargained Agreement stipulates covering all pilots in the employ of Eastern in accordance with the provisions of the Railway Labor Act. In simple words ALPA the collective bargaining unit represented all Eastern pilots, therefore all Eastern pilots were members of Eastern's flight deck collective bargaining unit.

Class Representatives' reply to Continental's objection is dated June 12, 2002, Docket No. 290 (Exhibit 5) redefines the class to conform Continentals' fraudulent endeavors.

**4. The Class Definition Expressly Includes Persons Whose  
Claims Were Filed by ALPA**

CAL contends that the substance of the Plaintiffs' Motion to Clarify was "whether former EAL pilots covered under the ALPA proof of claim should be part of the class."

This is simply not true.

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The Motion for Clarification was brought because the class Action Plaintiffs contended that ALPA's proof of claim covered all Eastern pilots, regardless of whether or not they were members of the Union, and that the same thus applied to the new hires. CAL disagreed. After carefully reviewing ALPA's proof of claim with CAL's attorneys, the Plaintiffs agreed that because the proof of claim was expressly limited to ALPA members, that it would only be effective for ALPA members and that it would not apply to new hires. Consistent with this agreement, CAL and the Plaintiffs stipulated before the Court for the entry of its July 10, 2001 Order Granting Class Action Plaintiffs' Motion to Clarify Method of Identifying Class Members by including the requirement that eligible pilots had to be listed on EAL's November 1990 Alphabetical Seniority List and that they be "members of Eastern's flight deck collective bargaining unit" rather than simply former EAL flight deck employees "who claim they are entitled to the benefits of the collective bargaining agreement (the "CBA") between Eastern Airlines and the Air Line Pilots Association." This clarification comported with the parties' agreement that in order to participate in the Class, pilots had to be active with EAL as of the stipulated date of merger, (i.e.: EAL's shutdown date), and that "new hires" who did not file claims or have claims filed for them would be excluded from the class as they were not part of the EAL pilots who were members of ALPA and they did not individually file timely claims for enforcement of the LPPs in these proceedings. The corollary to this is that this Court's July 10, 2001 Order expressly includes the newly identified class members listed on Exhibit B as every one of them were ALPA members on the active seniority list

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No. A-99-412  
Class Action

as of the stipulated date of merger who neither accepted the ALPA/CAL settlement or withdrew their claim in bankruptcy<sup>3</sup>. Accordingly, the persons identified on Exhibit B are class members entitled to participate in the settlement.

WHEREFORE, the LPP Class Action Plaintiffs respectfully request the Court to find that the newly identified former EAL pilots identified on Exhibit B are members of the class; to enter an order requiring CAL to fund the settlement for the new class members forthwith; to enter an order providing for a 60 day extension of time from the date of the hearing to provide notice to the newly identified former EAL pilots; and for approval of the form of notice appended to the Motion.

Dated: June 12, 2002

TRALINS AND ASSOCIATES  
Attorneys for Class Plaintiffs  
2930 One Biscayne Tower  
2 S. Biscayne Blvd., Suite 2930  
Miami, FL 33131  
Telephone: 305-374-330

By:

Myles J. Tralins by [Signature]  
Myles J. Tralins  
Florida Bar No. 139543

-and-

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<sup>3</sup> A substantial majority of the 400 persons in the Addington group who withdrew their claims pursuant to their stipulation with CAL and this Court's Order allowing them to do so, withdrew claims filed for them by ALPA, not claims they filed on their own. If CAL's position here is accepted, they had no claims to withdraw as they were "lost" when ALPA settled and withdrew its claim.

O. The truth is that Continental has spent millions of dollars avoiding any proceedings, which will expose them in discovery, ie. arbitration . Continental has avoided the Eastern arbitration since 1986.

Continental used the bankruptcy proceedings in order to avoid arbitration and lost. Then they found three corruptible former Eastern pilots, the Class Representatives and a now deceased corruptible attorney to keep them away from arbitration.

P. This Court and the Appellate Court both reaffirmed the settlement agreement award was fair in lieu of an arbitration award. Merger arbitration under the Railway Labor Act dictates that all pilots are included in the process. Continental has never asked in the Re-organizational Plan for relief from the Bankruptcy Court from the obligations it has to those pilots it has so deceitfully deleted from the settlement agreement. The Appellate Court has recognized all pilots that fit the following definition under the settlement agreement stipulation submitted by Class Representative dated October 16, 2001, Docket No. 57, Exhibit B-1. (Exhibit 8)

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In Re:	}	
	}	
CONTINENTAL AIRLINES, INC., et. al.,	}	Case No. 90-932
	}	Chapter 11
Debtors	}	
_____	}	
	}	
JAMES BALDRIDGE, WILLIAM MANN,	}	
and LARRY DUNN, individually, and	}	
as representatives of a class of persons	}	
similarly situated who are referred to as	}	
the LPP CLAIMANTS,	}	
	}	
Plaintiffs,	}	Adversary Proceeding
v.	}	No. A-99-412
	}	Class Action
CONTINENTAL AIRLINES HOLDINGS,	}	
INC., CONTINENTAL AIRLINES,	}	
INC. and SYSTEM ONE HOLDINGS, INC.	}	
	}	
Defendants.	}	
_____	}	

**NOTICE OF CLASS ACTION SETTLEMENT, PENDENCY OF CLASS  
ACTION AND PROPOSED SETTLEMENT AND SETTLEMENT HEARING**

**TO ALL PERSONS WHO:**

**(1) ARE EASTERN AIRLINES FORMER FLIGHT DECK EMPLOYEES  
IDENTIFIED ON EASTERN AIRLINES' NOVEMBER 1990  
ALPHABETICAL SENIORITY LIST;**

**(2) WHO CLAIM THEY ARE ENTITLED TO THE BENEFITS OF THE  
COLLECTIVE BARGAINING AGREEMENT BETWEEN EASTERN**

AIRLINES AND THE AIR LINE PILOTS ASSOCIATION IN EFFECT AT THE TIME THAT EASTERN AIRLINES ALLEGEDLY MERGED WITH CONTINENTAL AIRLINES HOLDINGS, INC.;

(3) WHO FILED A TIMELY CLAIM IN THE ABOVE-ENTITLED REORGANIZATION OF CONTINENTAL AIRLINES, INC., CASE NO. 90-932 FOR ENFORCEMENT OF THE LABOR PROTECTION PRIVILEGES EMBODIED IN THE EASTERN AIRLINES COLLECTIVE BARGAINING AGREEMENT EITHER INDIVIDUALLY OR AS A MEMBER OF THE AIR LINE PILOTS ASSOCIATION OR AS A NAMED LABOR PROTECTIVE PROVISION CLAIMANT REPRESENTED BY CLASS COUNSEL IN THE REORGANIZATION AND WHO ARE IDENTIFIED ON EXHIBIT A ATTACHED TO THIS NOTICE;

*EXCEPT* (1) THOSE PERSONS WHO SETTLED, WAIVED OR RELINQUISHED HIS OR HER LPP CLAIM WITH CONTINENTAL AND (2) THOSE PERSONS WHO MOVED TO INTERVENE IN THIS CASE, PURSUANT TO THE "MOTION TO INTERVENE IN ADVERSARY PROCEEDING" FILED NOVEMBER 11, 1999 WHO FILED A NOTICE OF WITHDRAWAL OF HIS OR HER PROOF OF CLAIM IN THIS REORGANIZATION WITH THE CLERK OF THE BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE ON OR BEFORE APRIL 15, 2000.



### **CONCLUSION**

The irrefutable evidence demonstrates the clear intent to defraud the select members of the Class. I expect this Court to act accordingly.

Continental and Class Representatives violated the confidence of the Courts, they clearly violated **18 U.S.C. § 152 and § 157.**

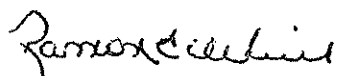
### **PETITION**

A. This Court's July 23, 2004 order, demanding mandatory mediation procedures which applies to all appeals to this Court from the Bankruptcy Court be conducted.

B. That Class Representatives, Baldrige, Mann and Dunn be compelled to participate in the mediation process because they engaged in the preparation for arbitration, certification of the class, negotiation of the settlement agreement, deletion of members of the class and failed to comply with the settlement agreement stipulations of notification to pilots added to the settlement agreement, specially when they were compensated above the regular award for this endeavor.

C. That Class Representative Counsel be excused from the mediation process because he and his firm are not receiving compensation therefore he has no incentive to represent the class properly.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Ramon E. O'Neill".

Ramon E. O'Neill, *Pro Se*

7424 SW 129 Ct.

Miami, Fl. 33183

(305) 386-4866

**CERTIFICATE OF SERVICE**

I, Joseph M. Barry, Esquire, hereby certify that I am not less than 18 years of age and that on September 29, 2006, I caused a copy of the foregoing document to be served on the following parties by Federal Express or Hand Delivery, as indicated:

**VIA FEDERAL EXPRESS**

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Miami, FL 33177

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Miami, FL 33183

Mr. J. Trigg Adams, pro se  
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**VIA HAND DELIVERY**

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P.O. Box 1328  
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Counsel for James Baldrige, *et al.*



Joseph M. Barry (Delaware Bar No. 4221)

Dated: September 29, 2006